



## **MEMORANDUM**

**To:** **PLANNING COMMISSION**

**Date:** **June 12, 2007**

**From:** **COMMUNITY DEVELOPMENT DEPARTMENT**

**Subject:** **ZA-07-01/SD-06-11/DA-06-05: E. MAIN – AHLIN**

### **REQUEST**

The applicant is requesting approval of a rezoning from R4 (Medium Density Residential) to R4 RPD (Medium Density Residential – Residential Planned Development Overlay) for a precise development plan for a 134 unit townhouse project on a 6.1-acre site located at the southwest corner of E. Main Ave. and Butterfield Blvd. The applicant is also requesting a tentative map and development agreement for 99 of the 134 townhouse units.

### **RECOMMENDATION**

Environmental Assessment: Recommend Council adoption of a Mitigated Negative Declaration

Application, ZA-07-01: Recommend Council approval of the zoning amendment request (RPD), subject to the findings and conditions of the attached resolution

Application, SD-06-11: Recommend Council approval of the tentative map, subject to the findings and conditions of the attached resolution

Application, DA-06-05: Recommend Council approval of the development agreement, subject to the findings and conditions of the attached resolution

Application MC-05-06: Approve the development schedule subject to the findings included in the attached resolution

Processing Deadline: N/A – The Permit Streamlining Act does not apply to projects requiring legislative acts.

## **BACKGROUND**

The project site consists of two parcels. The easternmost parcel includes a single-family residence and accessory structures. This 4.43-acre property formerly housed the flea market. The westernmost parcel is 1.63-acres in size and includes a concrete batch plant.

With its close proximity to the Caltrain station, the 2003 Downtown Design Plan designated the area bounded by E. Main Avenue, Butterfield Boulevard, Dunne Avenue and the railroad tracks as an area targeted for transit-oriented development. To implement this Downtown Plan recommendation, the subject parcel(s) were redesignated from Industrial to Multi-Family Residential – High Density (21-40 units per acre) and rezoned from ML (Light Industrial) to R4 (High Density Residential).

In 2005, the applicants were awarded 99 building allotments for the following fiscal years: 50 units for FY 2007-08; 43 units for FY 2008-09, and 6 units for FY 2009-10. Full build out of the project requires an additional 34 allocations. (The project is eligible for a one-unit credit for the existing residence located upon the site.)

Submitted concurrently with these applications is a request for a Site Review Permit. Since the Rezoning and Development Agreement requires City Council approval, in an effort to streamline the public hearing process, a final decision on all four applications will be made by the Council. The Planning Commission's role is to make a recommendation on the Rezoning, Tentative Map and Development Agreement, as well as to establish a development schedule for the allocated units. The Architectural Review Board (ARB) reviewed the Site Review application on June 7<sup>th</sup> and unanimously recommended City Council Approval..

## **PROJECT DESCRIPTION**

The proposed project, referred to as Huntington Square, consists of a total of 134 townhouse units. With a project site of approximately 6.1 acres in size, proposed density is 22 units per acre. The units would be located within 20 three-story buildings containing six to eight attached units each. Each of the units has access to a two-car garage, 24 of which are in a standard side-by-side configuration with the balance (110 units) in a tandem configuration. The proposed site plan includes 51 guest parking spaces, though four to five of those spaces will be eliminated at the recommendation of the transportation consultant to eliminate a safety hazard and improve overall circulation within the development. Vehicle access to the project site is proposed from a right-turn only driveway on Butterfield Boulevard and a standard driveway off E. Main Avenue. Pedestrian access from within the site connects to the Caltrain site to the south. An area central to the site is reserved for the construction of a pool and clubhouse.

The applicants are proposing to construct the project in four phases:

Phase	Fiscal Year Construction	No. of Units
1	2007-08	48
2	2008-09	45
3	2009-10	6
4	TBD – Unallocated	35

With the passage of Measure F last fall, the applicants have the ability to advance the timing of construction for the 99 allocated units. In discussions though, they have indicated that obtaining financing for all of the units is not possible at this time. Measure F can, however, be used to address a difference in the number of units allocated for fiscal year '07/'08 (50) and the proposed number of units that fiscal year (48). To avoid losing two allocations in fiscal year -08/09, one of the townhouse clusters with that will be built in Phase 2 may commence construction prior to June 30, 2008.

Of the 99 allocated units, the applicant is proposing to sell 67 units at a moderate income price and 32 units at a median income price. It should be noted that the affordability levels exceed RDGS commitments for the currently allocated units which were 75-percent at an unrestricted moderate price and 25-percent at an unrestricted median income price.

## CASE ANALYSIS

### **Zoning Amendment**

The project site is currently zoned R4. The applicant is requesting approval of a Residential Planned Development (RPD) overlay district and the adoption of a precise development plan for the site. The purpose of the RPD overlay district is to allow for flexibility of the City's site development standards in exchange for enhancement of the area in which the project is proposed, by exceptional design and arrangement of buildings, provision of open space and landscaping, the protection of the welfare and privacy of adjoining property, or the construction and reservation of housing units for lower income or senior households.

As discussed under the Project Description above, all of the units will be sold at either a moderate or median price. In addition to the affordable housing units, the project provides fairly large open space areas for a high density residential project with both passive and active recreational amenities including a clubhouse, swimming pool, and passive open space opportunities such as turf areas and paths throughout the development.

In exchange for the amenities provided with the project, the applicant is requesting approval of reduction in site development standards such as setbacks, lot size, width and depth requirements. The applicant is also seeking modification to parking dimension and layout requirements as part of the RPD. The various modifications are summarized below and more specifically described in the attached RPD Data Table.

***Site Development Standards Variations.*** In the R4 zoning district, minimum setbacks are 15 feet in the front, 15 feet in the rear, and five feet on the sides. Additionally, development is required to be setback 30 feet from an arterial street. Both Butterfield Boulevard and East Main Avenue are arterials and 32 of the townhouse units are located between 14 ½ and 26 feet from one of these streets. The minimum required lot size is 6,000 square feet with minimum lot width and depth of 40 feet and 75 feet, respectively. Required lot coverage is 50-percent. Proposed lot sizes range from 728 to 872 square feet; lot widths range between 13 and 23 feet; and lot depths range between 32 and 46 feet. It should be noted that nature of the housing type necessitates these variations. Townhouse units are best characterized as being a hybrid between a condominium and a single-family residence. They are similar to a condominium in that they are attached ownership units; though unlike condominiums, ownership is not restricted to air space, but also an actual lot below the unit with the structure built to one or more of the property lines. Hence, the units have minimal, if any, setbacks and individual lot coverage well in excess of 50-percent. The development as a whole, however, has a lot coverage of 35-percent.

***Parking Variations.*** The parking ordinance requires single-family dwellings, including attached units such as townhouses, to provide two covered side-by-side spaces with dimensions of 10 feet wide by 20 feet deep and a driveway apron in front of the covered parking spaces which measures a minimum of 20 feet by 20 feet. The parking ordinance doesn't recognize tandem covered parking. As indicated above, 110 units are proposed to have tandem covered parking. Additionally, 45 of those garages have depths between 37 and 38 feet, two to three feet shorter than the sum of the depth of two covered spaces (40 feet). According to correspondence from the applicant's architect (attached), a 20 foot long parking space is generally sufficiently long enough to accommodate a standard car as well as some room at either end which people can maneuver. In the case of a relatively long car (16'-6"), the remaining space at either end would be half of the remaining 3'-6" or 1'-9". When a garage configuration places two spaces end-to-end, the maneuvering space at the rear of the front car can also serve as the maneuvering space at the front of the rear car, thereby eliminating the need for 1'-9" of length, which results in an overall required garage length of 38'-3". When factoring in the same assumptions but using one relatively large car and one more average-size car of 14'-6" with the same maneuvering space, the overall required garage length becomes 36'-3". Staff is comfortable with the dimensions of the tandem garages as currently proposed and has worked with the applicant to increase these depths which were initially proposed to be between 34 and 36 feet.

### **Subdivision**

As mentioned above, the applicant is requesting a tentative map for 99 of the 134 townhouse units at this time. Although the lot sizes and dimensions fall below the minimum standards in the R4 Zoning District, deviations can be approved under the requested RPD. Three final maps will be filed to coincide with each fiscal year allocation.

## **Development Agreement**

The applicant is requesting approval of the project development agreement. Project development agreements are required as a formal contract between the developer and the City. The development agreement formalizes the commitments made during the Measure C process and establishes construction commencement dates for the project. The project specific commitments are identified in Paragraph 14 of the development agreement (attached), and the development schedule is contained in Exhibit B.

## **Environmental Assessment**

An Initial Study has been prepared which examines impacts from the proposed project. The study discusses the proposed project in detail, evaluates all potential impacts, and proposes mitigation measures to reduce impacts to less-than-significant levels. The required 20-day public review period began on May 22<sup>nd</sup> and concludes on June 11<sup>th</sup>. To date, no comments have been received. Mitigation measures are applied to the following impact areas:

- Air Quality (construction-related)
- Biological (nesting raptors/tree removal)
- Noise (construction-related)
- Traffic (safety)

All mitigation measures identified in the attached Mitigated Negative Declaration have been recommended as conditions of approval for the Site Review permit and Tentative Map. It should be noted that although not considered to be significant transportation impacts, the traffic engineer identified a number modifications to the site plan to improve circulation both on-and off-site. The recommendations, detailed on page 65 of the Initial Study (previously distributed), have also been included as conditions of approval.

## **RECOMMENDATION**

It is recommended that the Planning Commission recommend City Council adoption of the Mitigated Negative Declaration and approval of the Rezoning and Tentative Map request(s), subject to the findings and conditions contained in the attached resolution(s). It is also recommended that the Planning Commission approved the attached resolution establishing a development schedule for the allocated units.

### **Attachments:**

1. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
2. Zoning Amendment Resolution
3. Subdivision Resolution
4. Development Agreement Resolution
5. Development Schedule Resolution
6. RPD Data Table
7. Applicant Correspondence RE: Tandem Parking





## COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION

17555 Peak Avenue Morgan Hill CA 95037 (408) 779-7247 Fax (408) 779-7236  
Website Address: [www.morgan-hill.ca.gov](http://www.morgan-hill.ca.gov)

### MITIGATED NEGATIVE DECLARATION

#### I. DESCRIPTION OF PROJECT:

**Date:** May 22, 2007                   **Application #s:** EA 06-29, SD 06-11, DA 06-05, ZA 07-01, SR 07-07

**APN:** 726-15-073 and 726-15-001

**Project Title:** E. Main-Ahlin

**Project Location:** Southwest corner of East Main Avenue and Butterfield Boulevard, between Butterfield Boulevard and the Union Pacific Railroad tracks in Morgan Hill

**Project Proponent:** Huntington Square LLC – Scott Murray  
175 East Main Avenue, Suite 130  
Morgan Hill, CA 95037

**Project Description:** The project proposes to construct up to 134 multi-family residential units on an approximately 6.1-acre site located at the southwest corner of East Main Avenue and Butterfield Boulevard. The units would be located in 20 three-story buildings containing six to eight attached units each. The buildings would have a maximum height of 39.5 feet and would be set back at least 15 feet from East Main Avenue, 20 feet from Butterfield Boulevard, 12 feet from the Morgan Hill Caltrain Station parking lot to the south, and 59 feet from the Union Pacific Railroad right-of-way to the west (approximately 90 feet from the railroad tracks).

#### II. DETERMINATION

In accordance with the City of Morgan Hill procedures for compliance with the California Environmental Quality Act (CEQA), the City has completed an Initial Study to determine whether the proposed project may have a significant adverse effect on the environment. On the basis of that study, the City makes the following determination:

- Although the project, as proposed, could have had a significant effect on the environment,

there will not be a significant effect in this case because mitigation measures are included in the project, and, therefore, this **MITIGATED NEGATIVE DECLARATION** has been prepared.

### **III. CONDITIONS (Mitigation and Avoidance Measures):**

#### *A. Air Quality:*

The proposed project includes the following mitigation measures to reduce project construction impacts to a less than significant level.

- The Bay Area Air Quality Management District (BAAQMD) has prepared a list of feasible construction dust control measures that can reduce construction impacts to a level that is less than significant. The following construction practices shall be implemented during construction of the proposed project:
  - Water all active construction areas at least twice daily.
  - Cover all trucks hauling soil, sand, or other loose materials or require all trucks to maintain at least two feet of freeboard.
  - Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.
  - Install sandbags or other effective erosion control measures to prevent silt runoff to public roadways.
  - Replant vegetation in disturbed areas as quickly as possible.

#### *B. Biological Resources*

##### **Nesting Raptors**

The following mitigation and avoidance measures will avoid possible impacts to tree-nesting raptors during construction:

- Removal of the trees on-site, as part of a proposed project, could be scheduled between October and December (inclusive) to avoid the raptor nesting season and no additional surveys would be required.
- If removal of the trees on-site would take place between January and September, a pre-construction survey for nesting raptors shall be conducted by a qualified ornithologist to identify active nesting raptor nests that may be disturbed during project implementation. Between January and April (inclusive) pre-construction surveys shall be conducted no more than 14 days prior to the initiation of construction activities or tree relocation or removal. Between May and August (inclusive), pre-construction surveys shall be conducted no more than thirty (30) days prior to the initiation of these activities. The surveying ornithologist shall inspect all trees in and immediately adjacent to the construction area for raptor nests. If an active raptor nest is found in or close enough to the construction area to be disturbed

by these activities, the ornithologist shall, in consultation with the State of California, Department of Fish & Game (CDFG), designate a construction-free buffer zone (typically 250 feet) around the nest until the end of the nesting activity.

- The applicant shall submit a report indicating the result of the survey and any designated buffer zones to the satisfaction of the Department of Community Development, Planning Division prior to the issuance of any grading permit.

### Trees

In order to off-set the loss of three protected oaks, replacement plantings shall be installed in conformance with a landscape plan approved by the Planning Commission or Site and Architectural Review Board.

In accordance with the tree survey prepared for the site by a qualified professional arborist, the applicant shall implement recommended actions to protect and preserve the one large coast live oak to be retained on the site. These measures shall also be applied to oaks on the adjacent property to the south, as appropriate. These measures include:

- Locate structures, grade changes, etc. as far as feasible from the dripline area of the tree.
- Avoid root damage through grading, trenching, compaction, etc., at least within an area 1.5 times the dripline area of trees. Where root damage cannot be avoided, roots encountered (over 1" diameter) should be exposed approximately 12" beyond the area to be disturbed (towards tree stems), by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw, and immediately back-filled with soil. Avoid tearing, or otherwise disturbing that portion of the root(s) to remain.
- Construct a temporary fence as far from the tree stem (trunk) as possible, completely surrounding the fence, and 6-8 feet in height. Post "no parking or storage" signs outside/on fencing. Do not attach posting to the mainstem of the tree.
- Avoid pruning immediately before, during, or immediately after construction impact. Perform only that pruning which is unavoidable due to conflicts with proposed development. Aesthetic pruning should not be performed for at least 1-2 years following completion of construction.
- Trees that will be impacted by construction may benefit from fertilization, ideally performed in the fall, and preferably prior to any construction activities, with not more than six pounds of actual nitrogen per 1,000 square feet of accessible "drip line" area or beyond.
- Mulch "rooting" area with an acidic, organic compost or mulch.

### C. Noise

The following mitigation measures will reduce potential construction related noise impacts to nearby sensitive receptors:

- Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Locate stationary noise generating equipment as far as possible from adjacent residential receivers.
- Acoustically shield stationary equipment located near residential receivers.
- Utilize "quiet" air compressors and other stationery noise sources where technology exists.
- The contractor shall prepare a detailed construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities can be scheduled to minimize noise disturbance.
- A "disturbance coordinator" shall be designated who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem.
- The project sponsor shall notify prospective residents of the project that subsequent phases of construction on site would generate noise levels that may be considered excessive or annoying.

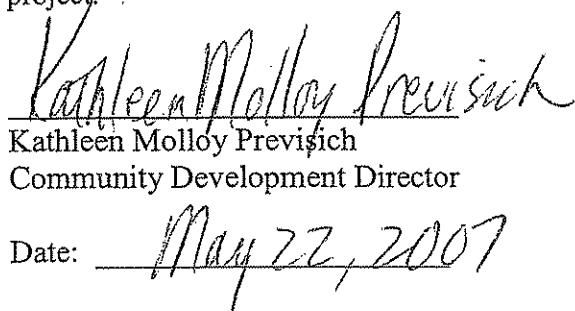
*D. Transportation*

The following measure shall be included in the project to eliminate conflicts at the East Main Avenue Driveway:

- Elimination of two to three spaces at the northernmost end of the driveway.

**III. FINDING**

The City of Morgan Hill Community Development Director hereby finds that the proposed project could have a significant effect on the environment; however, there would not be a significant effect in this case because mitigation measures summarized above and described in the initial study are included in the project.

  
Kathleen Molloy Previsich  
 Kathleen Molloy Previsich  
 Community Development Director

Date: May 22, 2007

# MITIGATION MONITORING AND REPORTING PROGRAM

E. Main-Ahlin

(EA 06-29, SD 06-11, DA 06-05, ZA 07-01)



June 2007

## PREFACE

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring and Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring and reporting program is to ensure compliance with the mitigation measures during project implementation.

On \_\_\_\_\_, 2007, the Mitigated Negative Declaration was adopted for the E. Main-Ahlin project. The Initial Study/Mitigated Negative Declaration concluded that the implementation of the project could result in significant effects on the environment; therefore, mitigation measures were incorporated into the proposed project or are required as a condition of project approval. This Mitigation Monitoring and Reporting Program outlines these measures and how, when, and by whom they will be implemented.

**MITIGATION MONITORING AND REPORTING PROGRAM**  
**E. MAIN-AHLLIN (EA 06-29; SD 06-11, DA 06-05, ZA 07-01)**

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
<b>AIR QUALITY</b>				
Construction-generated dust, if uncontrolled, could result in significant air quality impacts	<p><b>MM AIR-1.1:</b> The proposed project includes the following mitigation measures to reduce project construction impacts to a less than significant level.</p> <ul style="list-style-type: none"> <li>The Bay Area Air Quality Management District (BAAQMD) has prepared a list of feasible construction dust control measures that can reduce construction impacts to a level that is less than significant. The following construction practices shall be implemented during construction of the proposed project:           <ul style="list-style-type: none"> <li>Water all active construction areas at least twice daily.</li> <li>Cover all trucks hauling soil, sand, or other loose materials or require all trucks to maintain at least two feet of freeboard.</li> <li>Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.</li> <li>Install sandbags or other effective erosion control measures to prevent silt runoff to public roadways.</li> <li>Replant vegetation in disturbed areas as quickly as possible.</li> </ul> </li> </ul>	To be implemented during construction by the applicant and contractors.	A dust control program, which includes the dust control measures identified in the Negative Declaration, will be included in all contract specifications and implemented by contractors.	Director of Community Development Department

**BIOLOGICAL RESOURCES**

Tree removal during the nesting season could impact protected raptors. Any loss of fertile	<p><b>MM BIO-1.1:</b> The following mitigation and avoidance measures will avoid possible impacts to tree-nesting raptors during construction:</p> <ul style="list-style-type: none"> <li>Removal of the trees on-site, as part of a proposed project, could be scheduled between October and December (inclusive) to avoid the raptor</li> </ul>	Pre-Construction survey to be prepared by qualified	All measures shall be printed on all construction documents, contracts, and	Director of Community Development Department, California
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**MITIGATION MONITORING AND REPORTING PROGRAM**  
**E. MAIN-AHLIN (EA 06-29, SD 06-11, DA 06-05, ZA 07-01)**

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
bird eggs, or individual nesting birds, or any activities resulting in nest abandonment during construction, would constitute a significant impact.	<p>nesting season and no additional surveys would be required.</p> <ul style="list-style-type: none"> <li>• If removal of the trees on-site would take place between January and September, a pre-construction survey for nesting raptors shall be conducted by a qualified ornithologist to identify active nesting raptor nests that may be disturbed during project implementation. Between January and April (inclusive) pre-construction surveys shall be conducted no more than 14 days prior to the initiation of construction activities or tree relocation or removal. Between May and August (inclusive), pre-construction surveys shall be conducted no more than thirty (30) days prior to the initiation of these activities. The surveying ornithologist shall inspect all trees in and immediately adjacent to the construction area for raptor nests. If an active raptor nest is found in or close enough to the construction area to be disturbed by these activities, the ornithologist shall, in consultation with the State of California, Department of Fish &amp; Game (CDFG), designate a construction-free buffer zone (typically 250 feet) around the nest until the end of the nesting activity.</li> <li>• The applicant shall submit a report indicating the result of the survey and any designated buffer zones to the satisfaction of the Department of Community Development, Planning Division prior to the issuance of any grading permit.</li> </ul>	<p>ornithologist and submitted by applicant if construction occurs during nesting season. California Department of Fish and Game to provide guidance on buffer zone, if necessary. Measures to be implemented by the project applicant prior to tree removal and/or site grading.</p>	project plans.	Department of Fish and Game, if necessary.
Construction of the proposed residential development would result in removal of three protected oak trees located on the site and could indirectly impact one oak tree to be	<p><b>MM BIO-2.1:</b> In order to off-set the loss of three protected oaks, replacement plantings shall be installed in conformance with a landscape plan approved by the Planning Commission or Site and Architectural Review Board.</p> <p><b>MM BIO-2.2:</b> In accordance with the tree survey prepared for the site by a qualified professional arborist, the applicant shall implement recommended actions to protect and preserve the one large coast live oak to be retained on the site. These measures shall also be applied to oaks on the adjacent property to the south, as appropriate. These measures include:</p>	<p>To be implemented during the construction phase by the applicant and contractors.</p>	All measures shall be printed on all construction documents, contracts, and project plans.	Director of Community Development Department

**MITIGATION MONITORING AND REPORTING PROGRAM**  
**E. MAIN-AHLLIN (EA 06-29, SD 06-11, DA 06-05, ZA 07-01)**

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
preserved. Oak trees growing immediately adjacent to the southern boundary of the site could also be impacted during construction.	<ul style="list-style-type: none"> <li>• Locate structures, grade changes, etc. as far as feasible from the dripline area of the tree.</li> <li>• Avoid root damage through grading, trenching, compaction, etc., at least within an area 1.5 times the dripline area of trees. Where root damage cannot be avoided, roots encountered (over 1" diameter) should be exposed approximately 12" beyond the area to be disturbed (towards tree stems), by hand excavation, or with specialized hydraulic or pneumatic equipment, cut clearly with hand pruners or power saw, and immediately back-filled with soil. Avoid tearing, or otherwise disturbing that portion of the root(s) to remain.</li> <li>• Construct a temporary fence as far from the tree stem (trunk) as possible, completely surrounding the fence, and 6-8 feet in height. Post "no parking or storage" signs outside/on fencing. Do not attach posting to the mainstem of the tree.</li> <li>• Avoid pruning immediately before, during, or immediately after construction impact. Perform only that pruning which is unavoidable due to conflicts with proposed development. Aesthetic pruning should not be performed for at least 1-2 years following completion of construction.</li> <li>• Trees that will be impacted by construction may benefit from fertilization, ideally performed in the fall, and preferably prior to any construction activities, with not more than six pounds of actual nitrogen per 1,000 square feet of accessible "drip line" area or beyond.</li> <li>• Mulch "rooting" area with an acidic, organic compost or mulch.</li> </ul>			

**MITIGATION MONITORING AND REPORTING PROGRAM**  
**E. MAIN-AHLIN (EA 06-29, SD 06-11, DA 06-05, ZA 07-01)**

Impact(s)	Mitigation and Avoidance Measures	Timeframe and Responsibility for Implementation	Method of Compliance	Oversight of Implementation
<b>NOISE</b>				
The proposed project could result in an increase of noise levels in the project area during construction activities.	<p><b>MM NOISE-2.1:</b> The following mitigation measures will reduce potential construction related noise impacts to nearby sensitive receptors:</p> <ul style="list-style-type: none"> <li>• Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.</li> <li>• Locate stationary noise generating equipment as far as possible from adjacent residential receivers.</li> <li>• Acoustically shield stationary equipment located near residential receivers.</li> <li>• Utilize “quiet” air compressors and other stationery noise sources where technology exists.</li> <li>• The contractor shall prepare a detailed construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities can be scheduled to minimize noise disturbance.</li> <li>• A “disturbance coordinator” shall be designated who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem.</li> </ul>	<p>To be implemented during construction by the applicant and contractors.</p>	<p>All measures shall be printed on all construction documents, contracts, and project plans and implemented by contractors.</p>	Director of Community Development Department

The project sponsor shall notify prospective residents of the project that subsequent phases of construction on site would generate noise levels that may be considered excessive or annoying.

**SOURCE:** City of Morgan Hill, *E. Main-Ahlin Initial Study, May 2007.*

**RESOLUTION NO. 07-**

**A RESOLUTION OF THE PLANNING COMMISSION OF  
THE CITY OF MORGAN HILL RECOMMENDING  
APPROVAL A REZONING FROM R4 (MEDIUM DENSITY  
RESIDENTIAL) TO R4 RPD (MEDIUM DENSITY  
RESIDENTIAL - RESIDENTIAL PLANNED  
DEVELOPMENT OVERLAY) FOR A PRECISE  
DEVELOPMENT PLAN FOR A 134 UNIT TOWNHOUSE  
PROJECT ON A 6.1-ACRE SITE LOCATED AT THE  
SOUTHWEST CORNER OF E. MAIN AVE. AND  
BUTTERFIELD BLVD. (APN(S) 726-15-001 AND -073)**

**WHEREAS**, such request was considered by the Planning Commission at their regular meeting of June 12, 2007, at which time the Planning Commission recommended approval of application ZA 07-01: E. Main – Ahlin; and,

**WHEREAS**, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

**NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES  
RESOLVE AS FOLLOWS:**

- SECTION 1.** The proposed zoning amendment is consistent with the Zoning Ordinance and the General Plan.
- SECTION 2.** The zone change is required in order to serve the public convenience, necessity and general welfare as provided in Section 18.62.050 of the Municipal Code.
- SECTION 3.** An Initial Study has been prepared for this application and has been found complete, correct and in substantial compliance with the requirements of California Environmental Quality Act. The Planning Commission recommends that a Mitigated Negative Declaration be adopted in conjunction with the Zoning Amendment.
- SECTION 4.** The Planning Commission finds that the proposed RPD Overlay District is consistent with the criteria specified in Chapter 18.18 of the Morgan Hill Municipal Code.
- SECTION 5.** The Planning Commission recommends amendment to the City Zoning Map as shown in the attached Exhibit "A".
- SECTION 6.** The Planning Commission hereby recommends approval of a precise

development plan as contained in that certain series of documents date-stamped June 7, 2007 on file in the Community Development Department, entitled "Huntington Square Site Development Plan" prepared by MH Engineering. These documents, as amended by Site Review and Tentative Map, show the exact location and sizes of all lots in this development and the location and dimensions of all proposed buildings, vehicle and pedestrian circulation ways, recreational amenities, parking areas, landscape areas and any other purposeful uses on the project.

**PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF JUNE, 2007, AT A REGULAR MEETING  
OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:**

**AYES:           COMMISSIONERS:**

**NOES:           COMMISSIONERS:**

**ABSTAIN:       COMMISSIONERS:**

**ABSENT:       COMMISSIONERS:**

**ATTEST:**

**APPROVED:**

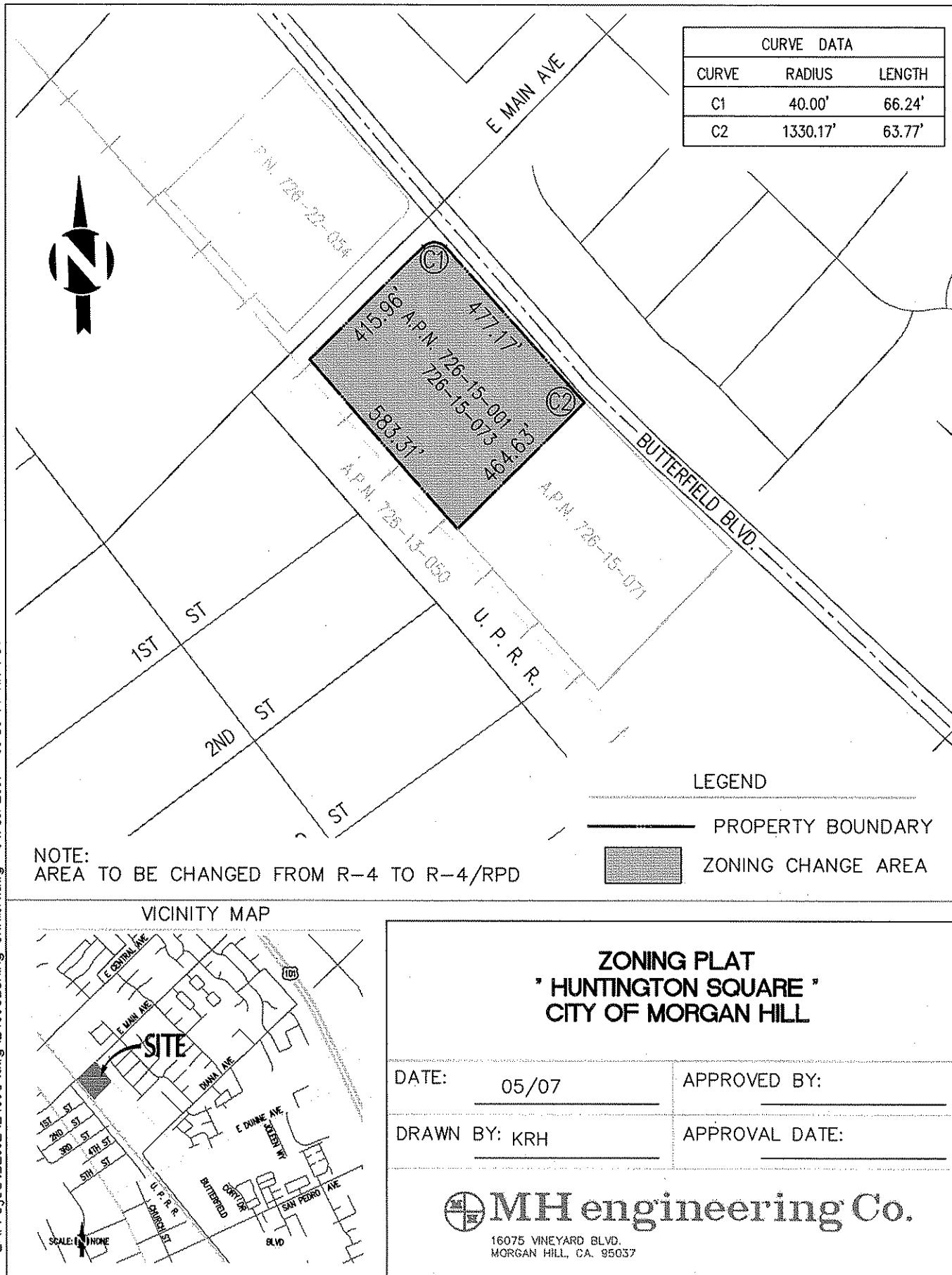
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**FRANCES O. SMITH, Deputy City Clerk**

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**ROBERT J. BENICH, Chair**

04/10/2007 09:59:44 AM PST





**RESOLUTION NO. 07**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF MORGAN HILL RECOMMENDING  
APPROVAL OF A 99-LOT SUBDIVISION ON A 6.1-  
ACRE SITE LOCATED AT THE SOUTHWEST CORNER  
OF E. MAIN AVE. AND BUTTERFIELD BLVD (APN(S)  
726-15-001 AND -073)**

**WHEREAS**, such request was considered by the Planning Commission at their regular meeting of June 12, 2007, at which time the Planning Commission recommended approval of subdivision application, SD-06-11: E. Main – Ahlin; and,

**WHEREAS**, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

**NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES  
RESOLVE AS FOLLOWS:**

- SECTION 1.** The approved project is consistent with the Zoning Ordinance and the General Plan.
- SECTION 2.** The approval of this subdivision is contingent upon the City Council approval of a Residential Planned Development overlay zoning designation as contained in Zoning Amendment application, ZA-07-01: E. Main – Ahlin.
- SECTION 3.** An Initial Study has been prepared for this application and has been found complete, correct and in substantial compliance with the requirements of California Environmental Quality Act. The Planning Commission recommends that a Mitigated Negative Declaration be adopted in conjunction with the subdivision.
- SECTION 4.** The proposed subdivision will not result in a violation of the requirements established by the Regional Water Quality Control Board.
- SECTION 5.** The approved project shall be subject to the conditions as identified in the set of standard conditions attached hereto, as Exhibit "A", and by this reference incorporated herein.

**PASSED AND ADOPTED THIS 12th DAY OF JUNE 2007, AT A REGULAR MEETING  
OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:**

**AYES:           COMMISSIONERS:**

**NOES:           COMMISSIONERS:**

**ABSTAIN:       COMMISSIONERS:**

**ABSENT:       COMMISSIONERS:**

**ATTEST:**

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**FRANCES O. SMITH, Deputy City Clerk**

**APPROVED:**

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**ROBERT J. BENICH, Chair**

## **EXHIBIT "A"**

### **STANDARD CONDITIONS**

**APPLICATION: SR 0-07/SD 06-11: E. Main – Ahlin**

THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING AND/OR SITE DEVELOPMENT PERMITS EXCEPT AS OTHERWISE SPECIFIED IN THE CONDITIONS. APPROVAL REQUIREMENTS ARE NOT LIMITED TO THE ITEMS LISTED BELOW AND NOT ALL OF THE STANDARD CONDITIONS ARE APPLICABLE TO THE SITE OF A SPECIFIC PLANNING APPLICATION.

THOSE CONDITIONS MARKED BY AN "X" ARE APPLICABLE TO THE PROJECT APPLICATION REFERENCED ABOVE.

### **COMMUNITY DEVELOPMENT DEPARTMENT**

#### **PLANNING DIVISION**

1. **TIME LIMITS**

X A. The Site and Architectural approval granted under this Resolution shall remain in effect for one year to \_\_\_\_\_, 2008. Failure to obtain building permits within this term shall result in termination of approval unless an extension of time is granted with a showing of just cause prior to expiration date. (**MHMC 18.74.250**)

X B. The Tentative Subdivision/Parcel Map approval granted under this Resolution shall remain in effect for two years to \_\_\_\_\_, 200\_\_\_\_\_. Failure to apply for Final Map approval with the City Engineer within this term shall result in expiration of approval unless an extension of time is granted by the Community Development Department (parcel map)/Planning Commission (tentative map) prior to the expiration date. (**MHMC 17.20.170; 17.24.110**)

C. The Conditional Use Permit approval granted under this Resolution shall remain in effect for twelve (12) months to \_\_\_\_\_. Failure to commence the use within this term shall result in \_\_\_\_\_.
2. **TERMINATION**

A) termination of approval unless an extension of time is granted with a showing of just cause prior to the expiration date. (**MHMC 18.54.070**)

D. In accordance with Section 18.54.090 of the Municipal Code, the Community Development Department shall conduct an annual review of the approved use for compliance with specified conditions. The Department may initiate corrective action as specified in the aforementioned Code Section if necessary to ensure compliance with said conditions. (**MHMC 18.54.090**)

E. Prior to approval and recordation of the final map, written certification from the Morgan Hill Unified School District shall be submitted to the Community Development Department which states that adequate school facilities are or will be capable of accommodating students generated by this project. Such letter of certification must have been issued by the School District within 90 days prior to the final map approval.

**II. SITE DEVELOPMENT**

standing and the right (but not the obligation) to bring a court action against the Association and Owners to enforce such provision. In addition, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in such action.

- A. Prior to on-site grading, the applicant shall enter into an agreement with the City of Morgan Hill for consultant services. The City shall retain the services of a professional arborist to evaluate the condition of any on-site specimen tree(s) affected by construction activity, and recommend appropriate written specifications which will preserve such trees during and after construction. The City shall provide copies of said written specifications to the applicant, who shall assume responsibility for implementing all recommended actions contained in that document.

The applicant shall provide a set of Covenants, Conditions and Restrictions, Bylaws and Articles of Incorporation, for review and approval by the City Attorney prior to final occupancy or recordation of the final map. All such CC&Rs shall include the following text:

1. Common Areas/Right of Ways:

- a. The Owners recognize that the use, modification and proper maintenance of the Common Area and public right-of-way(s)\* are for the benefit of all citizens of the City of Morgan Hill (City) and that the City is an intended third party beneficiary of these covenants, conditions and restrictions and may, upon notice of hearing as set forth below, exercise the same powers of enforcement as the Association.

\*Public right-of-way: Exclusive of streets dedicated to and accepted by the City of Morgan Hill

- c. The Notice may also contain a date for a hearing on the matter before a City employee designated by the City (which hearing shall be held no sooner than fifteen (15) days after mailing of such notice), and if after such hearing the City determines that there has been inadequate maintenance, the City shall have the right (but not the obligation) to undertake the maintenance of the Common Area or public right-of-way in question. Any and all costs incurred by the City in so maintaining the Common Area or public right-of-way shall be a lien against all the properties included with the Project and shall be the personal responsibility of the Owners and the Association
- d. The entire Project and all of the properties located thereon shall be subject to the conditions and restrictions of all subdivision and other Project approvals by the City, with respect to the Project. Any changes and/or modifications to the Project and/or any Unit, including but not limited to changes to the exterior of any Unit, may be subject to review and approval of the City of Morgan Hill as may be determined by review of the Project approvals by the City of Morgan Hill.
- e. This section may not be amended without the prior written consent of the Director of Community Development for the City. Nothing contained in this section shall limit any other right or remedy which the City may have under its ordinances or state law.
- f. For the purposes of this section, the question of whether there has been a breach of a maintenance obligation or adequate maintenance shall be determined by the provisions of the original Declaration as first recorded with the County Recorder for Santa Clara County and by any amendment thereto, but only to the extent that such maintenance

## STANDARD CONDITIONS

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obligation or duty of maintenance is increased by such amendment.

structure. Trash enclosures shall be required in all commercial and industrial projects and in residential projects containing four or more dwelling units. (MHM<sup>C</sup> 18.74.505)

2. Tree and Landscape Preservation: The Owners of the Units and Association shall preserve and maintain all trees and landscape on the property originally required by the approved landscape plan and shall not remove or alter any such trees or landscape from the Property without the approval of the Director of Community Development of the City of Morgan Hill.

3 Compliance with the City of Morgan Hill Conditions of Approval: It shall be the responsibility of each Owner and the Association to insure that any changes or modifications to the Project or any Unit are in compliance with the original City conditions of approval of the Project, which are hereby incorporated herein as if set forth in full.

Final site development plans shall be reviewed and approved by the Community Development Department prior to issuance of a building permit. All such plans shall include:

1. Detail depicting all concrete curbs as full formed.  
2. Provision of catalogue drawings depicting the proposed parking area lighting fixtures. Exterior lighting of the building and site shall be designed so that lighting is not directed onto adjacent properties and light source is shielded from direct off-site viewing. (MHM<sup>C</sup> 18.74.370)

3. Ramps, special parking spaces, signing and other physical features for the disabled, shall be provided throughout the site for all publicly used facilities. (MHM<sup>C</sup> 18.50.110; 18.74.470)  
4. Trash enclosures shall be constructed of a sturdy, opaque material, minimum 6 feet in height with solid view obstructing gates and shall be designed in harmony with the architecture of the building(s). In residential areas, trash enclosure areas shall require an overhead shade

5. All mechanical equipment, including electrical and gas meters, post indicator valve, backflow prevention devices, etc., shall be architecturally screened from view or located interior to the building. All ground mounted utility appurtenances such as transformers shall not be visible from any public right-of-way and shall be adequately screened through the use or combination of concrete or masonry walls, berming, and landscaping. (MHM<sup>C</sup> 18.74.320) For additional screening, backflow preventers shall be painted dark green, except the fire connection which shall be painted yellow.  
6. All existing on-site overhead utilities shall be placed underground in an approved conduit from the service connection at the street or at the property line to the service connection at the building.

X.D.

Recordation of a final map shall be in accordance with the number of building allotments granted through the Residential Development Control System (RD<sup>C</sup>S) for this project. Should a portion of the project's building allotment expire prior to final map approval, the number of lots on the final map shall be reduced to correspond to the remaining allotment. (MHM<sup>C</sup> 18.78.020)

X.E.

Prior to recordation of the final map, the owner shall submit to the Community Development Director for his approval, a management plan detailing strategies for control of noise, dust and vibration, and storage of hazardous materials during construction of the project. The intent of this condition is to minimize construction related disturbance of residents of the nearby or adjacent properties.

X.F.

Street names, private or otherwise, used to identify building locations shall be submitted to the Planning Division for approval.

## STANDARD CONDITIONS

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18.74.550 C)

### III BUILDING DESIGN

- A. All roof mounted mechanical equipment shall be placed within a screened roof top enclosure depicted on the elevation drawings or located below the parapet level and shall not be visible from the ground at any distance from the building. Cross section roof drawings shall be provided at the building permit stage indicating the relative height of the screen wall or parapet. Minimum screen height or parapet depth shall be 5 ft. or greater to match the height of any proposed equipment. (MHM<sup>C</sup> 18.74.320)

- B. Roof top lighting is not approved for any building within the project. Any ground mounted lighting projecting onto the building or site will be subject to the review and approval of the Director of Community Development. Adjustment to the lighting intensity may be required after the commencement of the use. All parking lot lighting shall be high pressure sodium.
- C. All vents, gutters, downspouts, flashing, electrical conduits, etc. shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior. Final building plans shall show the location of downspouts to be placed on the sides, rather than the front of buildings to the maximum extent feasible to de-emphasize their appearance (MHM<sup>C</sup> 18.74.360)
- D. Soffits and other architectural elements visible from view but not detailed on the plans shall be finished in a material in harmony with the exterior of the building. (MHM<sup>C</sup> 18.74.340)

### IV PARKING & VEHICULAR ACCESS

- A. The interior of any parking area shall be landscaped with planter areas measuring a minimum five feet in width, minimum inside dimension. Additional planters shall be provided at both ends of a row of spaces with the planter area length equal to the adjoining parking spaces. Such planters shall contain an 18" walk adjacent to parking stall (including curb width). (MHM<sup>C</sup>

<input checked="" type="checkbox"/> B.	Textured pedestrian pathways across circulation aisles shall be provided throughout the development to connect dwellings or commercial/industrial buildings with parking areas, open spaces and recreational uses.	18.74.550 C)
<input checked="" type="checkbox"/> C.	All units shall be provided with automatic garage door openers if driveway is less than 18 feet in depth from back of sidewalk.	
<input checked="" type="checkbox"/> D.	Prior to final map approval or issuance of a building permit, the owner shall record an appropriate deed restriction and covenant running with the land subject to review and approval by the City Attorney for reciprocal ingress/egress easements along the common driveway.	
V.	<u>LANDSCAPING</u>	
<input checked="" type="checkbox"/> A.	The applicant shall enter into a two-year landscape maintenance agreement effective upon acceptance of landscaping improvements and provide an appropriate bond as required by Section 18.74.560(d) of the Design Review Ordinance. Bond amount shall be equal to 100 percent of the value of the landscaping and irrigation improvements for the development project. (MHM <sup>C</sup> 18.74.560)	
<input checked="" type="checkbox"/> B.	Detailed landscape planting and irrigation working drawings shall be submitted to the Community Development Department for approval by a subcommittee of the Architectural Review Board prior to issuance of building permits. The landscape and irrigation plans shall be consistent with the City's Water Conservation Landscape Ordinance, as well as commitments made through the Residential Development Control System as memorialized in the approved Development Agreement for this project. Landscape plans for streets and landscape easements shall be part of the improvement plan submittal.	
<input checked="" type="checkbox"/> C.	Special landscape features such as mounding, field stones, specimen size trees, meandering sidewalks and landscaping, minimum _____ feet in width, shall be required along	
<input checked="" type="checkbox"/> D.	Landscape and irrigation systems serving common areas that	

## STANDARD CONDITIONS

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are required to be installed in the public right-of-way on the perimeter of this tract area shall be continuously maintained by the Homeowner's Association) as part of the common area improvements.

~~X~~C. All trees within approved landscape plans shall be of a minimum 24-inch box size. All shrubs shall be minimum 5 gallon size unless otherwise approved by the Community Development Director.

F. A soils report shall be provided with landscape plan at the building permit stage indicating agricultural suitability and soil fertility.

~~X~~G. The balance of a building site not developed as part of this project approval shall be placed in landscaping acceptable to the Planning Division.

~~X~~H. A note shall be placed on the final map which shall indicate that all proposed walking paths, private open space and associated facilities shall be permanently secured with appropriate documentation [i.e., Deeds; Easements; Covenants, Conditions and Restrictions (CC&Rs), Dedication, Homeowners Association; etc.).

~~X~~I. The landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall be permitted with the approval of the Director of Community Development.

### VI. SIGNS

A. The applicants shall obtain Planning Division approval of a sign program prior to issuance of building permits. The terms of said sign program shall be included as a disclosure in all future leasing agreements affecting this parcel.

B. The signs indicated on the plan set drawings are not approved with the subject site review application. Signs proposed for this development shall be designed in conformance with the Sign Ordinance and shall require separate application and approval by the Planning Division prior to installation of any signs.

~~X~~C. Directory monument sign(s) and location map(s) shall be provided for apartment, condominium, or townhouse projects prior to occupancy. Directory signs may also be provided for any multi-tenant commercial or industrial building. Location of the sign(s) shall be inferior to the project and design of the directory sign(s) shall be approved by the Planning Division and Fire Department prior to issuance of building permits.

### OTHER CONDITIONS

VII.

A.

It is recognized that the subject structure is proposed as speculative and the ultimate use is unknown at this time. Future commercial/industrial users of this site are subject to the City's commercial/industrial performance standards and may require use permit approval.

B.

The applicant for land use approval has received notice that the issuance of a building permit to implement such land use action may be suspended, conditioned or denied where the City Council has determined that such action is necessary to remain within the aggregate operational capacity of the sanitary sewer system available to the City of Morgan Hill or to meet discharge standards imposed by the California Regional Water Quality Control Board.

C.

The City of Morgan Hill currently may not have the sewage treatment capacity necessary to serve this project. Building permit issuance will not be allowed until and unless sewer capacity has been obtained for the project.

D.

Prior to development of the subject property, the applicant shall follow the recommendations of the Northwest Information Center, Sonoma State University, regarding the investigation of potentially-significant archeological resources on the site, and shall follow recommended actions for the preservation and protection of any resources discovered during such investigation before and during construction activity.

~~X~~E.

Defense and indemnity. Applicant agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, injuries, costs and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed against City by reason of its approval of this

## STANDARD CONDITIONS

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tentative map and site review permit. In addition, applicant shall pay all pre-tender litigation costs incurred on behalf of the City including City's attorney's fees and all other litigation costs and expenses, including expert witnesses, required to defend against any lawsuit brought as a result of City's approval or approvals, but shall not be required to pay any litigation from the City. However, applicant shall continue to pay reasonable internal City administrative costs, including but not limited to staff time and expense spent on the litigation, after tender is accepted. The undersigned hereby represents that they are fully empowered by the applicant as their agent to agree to provide the indemnification, defense and hold harmless obligations, and the signature below represents the unconditional agreement by applicant to be bound by such conditions.

X.J.

Development under the General Plan could adversely impact undocumented historic properties, which are not protected by the proposed General Plan policy.

1. Until the historic resource inventory is updated as recommended in the General Plan building permit for alteration or demolition shall be approved for any property over 45 years. Buildings over 45 years old should be reviewed by a qualified architectural historian prior to project approval.

2. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met.

X.F. Submit two (2) signed copies of Approval Certificate/Resolution building permits.

Prior to approval of the final map (or issuance of a building permit where no map is required), the property owner shall submit to the Planning Division two (2) signed notarized copies of the Development Agreement for the proposed project.

X.G. The applicant shall be subject to compliance with the mitigation measures of the project environmental assessment.

X.H. I. After project approval the applicant shall conduct a preconstruction survey to avoid the take of individual burrowing owls. The preconstruction survey shall be conducted not more than 30 days prior to construction to assure take avoidance of burrowing owls. If owls are observed during the preconstruction survey, no impacts to the owls or their habitat will be allowed during the nesting season (February 1 to August 31).

a. If there are construction activities during the breeding season, and if burrowing owls are observed on, or within 250 feet of the project site during preconstruction surveys, a 250 foot protective buffer shall be established and monitored.

b. If preconstruction surveys are conducted during the non-breeding season and burrowing owls are observed on the site, the owls may be relocated upon approval of the CDFG once mitigation has been provided. (PLNG)

Development under the General Plan could adversely impact undocumented historic properties, which are not protected by the proposed General Plan policy.

1. Until the historic resource inventory is updated as recommended in the General Plan building permit for alteration or demolition shall be approved for any property over 45 years. Buildings over 45 years old should be reviewed by a qualified architectural historian prior to project approval.
2. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met.
  - a. Work at the location of the find will halt immediately within 30 feet of the find. If an archaeologist is not present at the time of the discovery, the City would contact an archaeologist for identification and CEQA evaluation.
  - b. If the find is not significant, construction can continue. The archaeologist will prepare a brief informal memo/letter that describes and assesses the significance of the resource, including a discussion of the methods used to determine significance for the find.
  - c. If the find appears significant, the archaeologist will determine if the resource can be avoided and will detail avoidance procedures.
  - d. If the resource cannot be avoided, the archaeologist will develop within 48 hours an Action Plan to avoid or minimize impacts. The field crew will not proceed until the Action Plan is approved by the City. (PLNG)

## STANDARD CONDITIONS

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## HOUSING DIVISION GENERAL REQUIREMENTS

- A. Relocation assistance in the form of a list of available rental units of similar price and in the same general area shall be provided each tenant, together with a relocation allowance equal to three (3) months rent at the tenant's rate in effect at the time final approval is granted. The rental list shall be updated weekly by the applicant until residences are vacated. A copy of all assistance plans shall be forwarded to the Housing Division for approval. Payment shall be made when relocation expenses are incurred or no later than the time the tenant vacates the premises. (MHM/C 15.30.050)
- B. The Property Owner shall enter into agreement with the City to provide at least 10% of the for sale homes for participation in a below market rate (BMR) sales program approved by the Planning Division. The BMR participation agreement shall run with the land, and the provisions thereof shall be subject to review by City Attorney prior to recordation.
- The BMR participation agreement shall include the following provisions:
- Family size shall be considered when a home is offered through the BMR program. No distinction shall be made between adults and children;
  - BMR units must be affordable to families at or below the county's current median income as defined by the United States Department of Housing and Urban Development;
  - The monthly housing cost shall include:
    - unit purchase price
    - current lending rates
    - estimated taxes
    - estimated insurance
    - homeowner's association fee
    - other expenses as determined by the lender
  - Units shall be available only to first time home buyers as defined by the BMR program and who currently reside within the County of Santa Clara.
  - BMR units shall be subject to resale restrictions under

individual agreements which shall be binding for a minimum of 45 years.

- C. The Property Owner shall enter into agreement with the City to provide at least \_\_\_\_\_ of the units for participation in a below market rate (BMR) rental program approved by the Planning Division. The BMR participation agreement shall run with the land, and the provisions thereof shall be subject to review by City Attorney prior to recordation.
- The BMR participation agreement shall include the following provisions:
- Family size shall be considered when a rental unit is offered through the BMR program. No distinction shall be made between adults and children;
- \_\_\_\_\_ of the BMR units upon the issuance of the certificate of occupancy must be affordable to families at very low or below the County's current median income as defined by the United States Department of Housing and Urban Development and the remaining \_\_\_\_\_ BMR units must be affordable to families at low or below the County's current median income.
  - Property Owner agrees not to convert units to condominiums for a period of twenty (30) years.
  - Tenants will be selected from the City's waiting list.
  - Property owner shall abide by the Program Guidelines incorporated herein by this reference.
- D. The project is located in the Central Commercial-Residential (CC-R) zoning district and therefore must comply with the provisions of the Downtown Replacement Housing Program (DRHP). Those provisions may require that relocation assistance and/or on-site replacement housing be provided to current or past residents of the property. The applicable provisions of the DRHP must be satisfied prior to issuance of building permits for the subject project. (MC 15.30.050; 15.330.060)
- E. Property Owner agrees to pay double the standard Housing mitigation fee.

## BUILDING DIVISION

<u>IX. EXISTING STRUCTURES</u>	<u>XI. SITE DEVELOPMENT</u>
—A. Existing building(s) where an occupancy change or use occurs, shall be made to comply with current Building Code for the intended use. ( <b>UBC 3045</b> )	<b>X</b> .A. Removal of existing sewage disposal facilities and connection to city services shall be required prior to final inspection. ( <b>MHMC 13.24</b> )
—B.	C. Additions to structures and/or a change in occupancy of use are required to install fire sprinklers. ( <b>MHMC 15.08.070</b> )
	<u>X. GRADING</u>
—A. Prior to issuance of building permits, the applicant shall provide contract documents for on-site improvements including comprehensive site grading and drainage plan. Said plan shall provide for exportation of excess soil material as necessary. ( <b>UBC, Appendix Chapter 33</b> )	—B. Prior to issuance of building permits, the applicant shall provide contract documents for on-site improvements including:
	1) Comprehensive site grading and drainage plan. Said plan shall provide for exportation of excess soil material as necessary and controlled drainage of storm water away from building.
—B.	2) Comprehensive erosion control plan, including hydromulching or hand-seeding methods to be used in all graded or cleared areas. Said plan shall meet the minimum standards and specifications of the Loma Prieta Resource Conservation District.
	3) All cuts and fills shall be at a 2:1 slope or less unless stabilized by a retaining wall or cribbing as approved by the City Engineer. Retaining walls that retain four feet or more measured from immediate grade shall be of concrete or masonry. ( <b>MHMC 15.08.050</b> )
	<u>X. C.</u>
	Prior to issuance of building permits, the applicant shall provide two copies of a soils (Geotechnical) engineering report prepared by a registered Civil (Geotechnical) Engineer. The report shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading criteria for corrective measures, and opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors, including the stability of slopes, per UBC Appendix Chapter 70. The report shall also include soil classification and foundation investigation as required by UBC Chapter 29. ( <b>UBC, Appendix 33</b> )
	Prior to issuance of building permits, the applicant shall provide two copies of an engineering geology report, prepared by a registered Engineer Geologist. The report shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors. ( <b>UBC Appendix Chapter 33</b> )
	Record of survey required. Lot stakes to be set by registered Civil Engineer or licensed Land Surveyor prior to issuance of building permits. ( <b>UBC 108.1</b> )
	<u>X. D.</u>
	Plans for all septic tank sewer systems shall be submitted to the Santa Clara County Environmental Health Department for review and issuance of a septic tank permit. Location of the approved septic tank leach field and expansion area shall be depicted on the revised site plan as part of a final submittal. ( <b>MHMC 13.24</b> )
	<u>XII. OTHER CONDITIONS</u>
	The applicant shall have an acoustical analysis prepared by a

## STANDARD CONDITIONS

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licensed professional, specifying the manner in which interior noise levels will be reduced to the required forty-five (45) dB(A). The details of noise attenuation recommended in the report will be subject to review and approval of the Chief Building Official prior to issuance of the building permit. (**UBC Appendix 1208**)

from the Bay Area Air Quality Control Board prior to demolition. (**MHMC 15.60**)

D. Permits for new structures or additions will require compliance with the Building Security Ordinance. Requirements such as the installation of dead bolts on doors, protection methods for windows, garage door security, commercial roof opening security, lighting at all exit doors, etc. may be required. (**MHMC 15.40**)

B. Submit minimum six (6) complete sets of working drawings and specifications. Building plans shall be drawn at a minimum 1/4" scale. Minimum sheet size shall be 18" x 24". Submit minimum - six (6) complete sets of drawings for all commercial and or industrial buildings. (**UBC 106.3.3**)

C. A demolition permit from the Building Division of the City of Morgan Hill is required prior to the demolition of any structure. All structures which are 50 years old or older must complete a 15 day posting requirement. All structures must obtain a permit

E. Permits for new structures or additions to existing structures will require the installation of fire sprinklers. (**MHMC 15.08.070**)

F. All copper tube for water piping shall have a weight of not less than type "L". (**MHMC 15.20.050**)

## STANDARD CONDITIONS

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## PUBLIC WORK DEPARTMENT

### ENGINEERING DIVISION

#### XII. GENERAL

X.A. The applicant shall cause the construction of all public and private improvements in accordance with the latest City Standard Drawings and Specifications. Should the applicant propose the use of development and/or construction standards for any improvement and/or land uses, which are different than those presently set forth in the City's codes and ordinances, such alternative standards must be presented and approved by the Director of Public Works. The applicant shall cause Standard Specifications and Standard Drawings to be prepared in a format to be approved by the Director of Public Works. (MHM 17.32.080)

X.B. The applicant shall have a Final Map prepared by a registered engineer or licensed land surveyor delineating all parcels and easements created. There shall be concurrence in writing by PG & E, Telephone, Cable TV and any other affected agencies to all improvements and easements which are applicable to them. The number and locations of monuments shall be as required by the Public Works Department. (MHM 17.20.200)

X.C. The applicant shall submit as part of the improvement drawings for the project, profiles of all improvements in the subdivision and typical cross-sections of all streets and details of curbs, gutters, and sidewalks, to be accomplished to the satisfaction of the Director of Public Works prior to submittal of Final Map. (MHM Sec 17.32.080)

X.D. Obtain necessary encroachment permits from City of Morgan Hill prior to any work in the public right-of-way or in connection with the City's utility system and provide guarantee covering off-site improvements. (MHM 12.08.040 A)

E. Modification of existing map to show (Storm Drain System) (Pavement widths) (Curve Radius) (Existing Utilities) on (MHM 17.20.040)

X.F. Enter into a Subdivision Improvement Agreement with the City of Morgan Hill to cover required improvements. (MHM C 17.32.160)

X.G. Reciprocal access easements and maintenance agreements ensuring access to all parcels and joint maintenance of all common roads, drives or parking areas shall be provided by CC&R's and by deed and shall be recorded concurrent with the map, or prior to issuance of building permit where no map is involved. (MHM C 17.20.340; 17.20.350)

H. The applicant shall submit a complete traffic study of the area affected by the proposed project. This study shall be subject to review and approval by the Public Works Director prior to the issuance of any City permits. All mitigating improvements outlined in the study shall be installed by the applicant at his expense. (MHM C 17.32.090)

I. Prior to final map approval or issuance of a building permit, the applicant shall pay  $\frac{1}{2}$  the cost of an improved median on \_\_\_\_\_ for that portion covering the project frontage. Said cost shall be determined by the City Engineer. (MHM C 3.44.020)

J. A map for assessment district reapportionment and reassessment spread shall be prepared and submitted to the City Engineer for review, approval and City submittal to the County Assessor. Said map shall be recorded concurrent with subdivision/parcel map. (MHM C 17.20.350)

K. Pursuant to City Ordinance 982, the subject property will have reimbursement obligation to the City for lands acquired for street purposes and streets improved should those lands/street improvements abut or be included within subject property. (MHM C 12.02.120 B).

L. IMPACT FEE INCREASE-The City of Morgan Hill, pursuant

## STANDARD CONDITIONS

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to City Code Chapter 3.56 has established ten specific categories of impact fees to finance the cost of improvements required by new development. The City Council has chosen to implement certain fees, withhold implementation of certain fees, and stage the implementation of certain fees. City Code Chapter 3.56.050 provides for automatic annual (July 1) adjustment of those fees in existence utilizing the Engineering News Record Index for the preceding twelve months. Those fees which a developer elects to defer shall be subject to the fees in effect at the time of development of a lot (issuance of building permit). The City Public Works Department maintains historical records on the Engineering News Record Index. These records are available for inspection during normal business hours.

### SANITARY SEWER SYSTEM

XIV.

A. The applicant, at his or her expense, shall have a registered civil engineer prepare a complete sewer system capacity study of the on- and off-site sewer system which will service the project (both upstream and downstream). The study shall meet the approval of the Director of Public Works. All needed improvements shall be installed by the applicant. No downstream overloading of existing sewer system will be permitted. (MHMHC 17.32.090)

B. The applicant shall cause to be undertaken the design and construction of sanitary sewer improvements including, but not limited to installation of sewer line extension on site. Collection system shall include, but not be limited to manholes with manhole frames and covers, cleanouts, wye branches and laterals, and separate sewer taps to each lot. These are to be installed by the developer. (MHMHC 17.32.020 C)

C. All existing and future sewer lines shall be tied into the City's system and existing septic systems shall be abandoned in accordance with City requirements. (MHMHC 13.24.080)

XV.

A. The applicant shall cause the design and construction of all new public and private streets serving the project. The design of all new public and private streets shall be consistent with both the General Plan Land Use and Circulation Element as well as the Street Standard Details as contained within the Public Works Standards Details. The construction of the streets shall be undertaken to the lines and grades and in a manner satisfactory to the Director of Public Works. All street improvements shall be constructed to the satisfaction of the Director of Public Works. The timing of the improvements will be determined by the City. (MHMHC 17.32.060)

### STREET IMPROVEMENTS

XIII.

A. Installation and dedication of street improvement including, but not limited to, curb and gutter, sidewalk, compaction, street paving, oiling, storm drainage facilities, sewer and water, fire protection, undergrounding of utilities and street lighting on site in conformance with City of Morgan Hill requirements. (MHMHC 17.32.060)

B. Dedication of a total of \_\_\_\_\_ feet from center line of public right-of-way on \_\_\_\_\_. (MHMHC 17.28.010)

C. Dedication of the required corner cutoff at the intersection of \_\_\_\_\_ and \_\_\_\_\_. (MHMHC 17.28.010)

D. Dedication of the required corner cutoff at the intersection of \_\_\_\_\_ and \_\_\_\_\_. (MHMHC 17.28.010)

### STORM DRAIN SYSTEM

XV.

A. A complete storm drainage study of the proposed development must be submitted showing amount of run-off, and existing and proposed drainage structure capacities. This study shall be subject to review and approval by the Director of Public Works. All needed improvements will be made by the applicant. No overloading of the existing system will be permitted. (MHMHC 17.32.090)

B. The applicant shall cause the design and construction to be undertaken for a storm drainage collection system shown on the Tentative Map. All storm drain improvements shall be constructed to the satisfaction of the Director of Public Works. (MHMHC 17.32.020 B)

C. Collection system shall be designed to be capable of handling a 10 year storm without local flooding. On-site detention facilities shall be designed to a 25-year storm capacity. Whereas, on-site retention facilities shall be designed to a 100 year storm

## STANDARD CONDITIONS

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capacity. Items of construction shall include, but not be limited to Installation of storm line extension on site surface and subsurface storm drain facilities, manholes with manhole frames and covers, catch basins and laterals. (**MHMC 17.32.080**)

**X** D. Prior to final map approval the applicant shall complete the following to the satisfaction of the Santa Clara Valley Water District and Director of Public Works.

1. Storm drain calculations to determine detention pond sizing and operations.
2. Plan describing how material excavated during construction will be controlled to prevent this material from entering the storm drain system.<sup>3</sup>
3. Storm Water Pollution Prevention Plan.

**X** E. Since the developed portion of this site encompasses more than 1 acres, a Storm Water Pollution Prevention Plan (SWPPP) will be required as a provision of the state's General National Pollutant Discharge Elimination System Storm Water Permit for Construction Activities. The SCVWD requests a copy of the SWPPP for their information (SCVWD).

**F.** Current Federal Emergency Management Agency Flood Insurance Maps show the site is located in Zone X, an area subject to less than 1 foot of flooding. SCVWD recommends that the lowest floor of any building be constructed a minimum of one foot above the potential depth of flooding or two feet above existing ground level to be free from flooding (SCVWD).

**G.** Land use for the hydrology of the PL-566 channel improvement project for this site is single family. Land use of greater intensity, as proposed, will require mitigation of the increased runoff due to development. Mitigation measures, such as a detention facility, will need to remain in place indefinitely after the PL-566 channel improvements are completed, or until a regional detention facility or additional channel improvements are constructed. Calculations for the sizing of the proposed detention facility and an analysis of the impacts in the event of a one percent flood should be provided for review of the SCVWD (SCVWD).

## WATER SYSTEM

**X** A.. The applicant shall cause the design and construction to be undertaken of a domestic water system to the satisfaction of the Director of Public Works. The water system improvements shall be constructed within public easements or street rights-of-way to the satisfaction of the Director of Public Works and dedicated to the City. (**MHMC 17.32.090**)

**B.** Abandonment of any existing water well shall be in conformance with Santa Clara Valley Water District Ordinance 90-1. Location and disposition to be shown on the plan. Well(s) shall be properly registered with the SCVWD and either be maintained or abandoned in accordance with District standards.

**C.** Installation of water line extension on site. (**MHMC 3.44.010**)

**D.** Provide separate water services and meters for each lot. These are to be installed by developer. (**MHMC 17.32.020 D**)

**E.** Should the City determine that additional water storage capacity is required, the applicant shall pay a share of any necessary improvement costs. The timing and amount of payment (developer's proportionate share) may be based on City-wide usage) shall be determined by the Public Works Director. (**MHMC 3.44.010**)

## OTHER CONDITIONS

**X** A. The owner shall dedicate all necessary utility easements. Each requirement shall be determined by the Director of Public Works, and shall be accompanied by appropriate legal descriptions. (**MHMC 17.28.010**)

**B.** The applicant shall cause the design and construction required to underground all electric, gas, Cable TV and communication lines within the development. Such design and construction shall be to the satisfaction of the affected utilities and the Director of Public Works. (**MHMC 17.32.020 E.1**)

**C.** The final map on all major subdivision (5 or more lots) shall be approved by the City Council prior to issuance of a grading permit. For minor subdivision (4 lots or less), the final map shall be signed by the City Engineer and the Planning

## STANDARD CONDITIONS

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Commission Secretary prior to issuance of a grading permit.  
(MHHMC 17.20.380; 17.24.210)

X.D. Landscaping and irrigation systems serving common areas that are required to be installed in the public right-of-way on the perimeter of this tract area shall be continuously maintained by the Homeowner's Association.

X.E. Final landscape plans shall be submitted with and included as part of the improvement plans for the subdivision. (MHHMC 17.08.090)

**OFFICE OF JOINT POWERS PRETREATMENT**

**XVIII. COMMERCIAL AND INDUSTRIAL BUILDINGS**

- A. Restaurants and food preparation facilities shall install grease interceptors. The type, size and location of said interceptors shall be to the approval of the Public Works Director and the Pretreatment Office.
- B. Installation of a sewer test manhole in lieu of a property line clean-out, shall be provided for each building, in accordance with standard city specifications. (**MHMC 13.20.270**)
- C. Where a septic tank system is proposed, a copy of the approval permit from the Santa Clara County Environmental Health Department shall be filed with the Office of Joint Powers Pretreatment prior to issuance of a building permit.

## FIRE DEPARTMENT

XIX. SITE DEVELOPMENT	
X.A.	Required Fire Flow. Required fire flow for this project is 1,000 GPM at 20 psi residual pressure. The required fire flow available from area water mains and fire hydrant(s) which are spaced at the required spacing. (UFC Appendix III-A)
X.B.	Fire Hydrant Location Identifier: Prior to project final inspection, the general contractor shall ensure that an approved ("Blue Dot") fire hydrant location identifier has been placed in the roadway, as directed by the fire department. (UFC 1003.2.2 as amended by MHHMC 15.44.040)
C.	Automatic Fire Sprinkler System Required. Buildings requiring a fire flow in excess of 2,000 GPM shall be equipped throughout with an approved automatic fire sprinkler system. The fire sprinkler system shall be hydraulically designed per National Fire Protection Association (NFPA) Standard #13, 1994 Edition. (UFC 1003.2.2 as amended by MHHMC 15.44.040)
D.	Final Required Fire Flow. Required fire flow may be reduced up to 50% in buildings equipped with automatic fire sprinkler systems but, can be no less than 1,500 GPM. Therefore, the final required fire flow is _____ GPM at 20 psi residual pressure. This flow shall be taken from any two fire hydrants, on or near the site so long as they are spaced at a minimum spacing at 250 feet. (UFC Appendix III-A, Section 5)
E.	Public Fire Hydrant(s) required. Provide public fire hydrant(s) with a minimum single flow hydrant flow of 1,500 GPM at 20 psi residual pressure with spacing not to exceed 250 feet. To prevent building permit delays, the developer shall pay all required fees to the water company as soon as possible. (UFC 903.2)
F.	Private Fire Hydrant(s) Required. Provide _____ private on-site fire hydrant(s) installed per NFPA Std. #24, at location(s) to be determined by the Fire Department. Maximum hydrant spacing shall be _____ feet and the minimum single flow hydrant shall be _____ GPM at 20 psi residual pressure. Prior to design, the project civil engineer shall meet with the fire department water supply officer to jointly spot the hydrant locations. (UFC 903.2)
G.	Required Fire Flow Option (Single Family Dwelling). Provide
H.	Water Supply for Fire Protection (Single Family Dwelling). Provide a water tank of _____,000 Gallons capacity and one _____ fire hydrant. Installations shall conform with Fire Department Standard Details and Specifications W-1. (UFC 903.2)
I.	Required Hydrant Installation(s). Hydrants shall be installed and spaced along the new or replacement water main installation(s) at a maximum spacing of _____ feet. Provide hydraulic calculations to show that required fire flow can be provided. (General Order 103)
J.	Private on-site Fire Service Mains and Hydrants. Installations shall conform to National Fire Protection Association Standard #24, and Fire Department Standard Details and Specifications W-2. (UFC 903.2) A separate installation permit from the Fire Department is required.
K.	Timing of Required Water Supply Installations. Prior to the commencement of combustible construction, the required Fire Hydrant and Water Supply installations shall be in place, inspected, tested and accepted by the Fire Department unless otherwise approved in writing by the Fire Marshal. Bulk construction materials may not be delivered to the construction site until installations are completed as stated above. Clearance for building permits may be held until installations are completed. (UFC 901.3)
L.	Location of Required Fire Protection System(s) Equipment. Location of Fire Hydrants, Fire Sprinkler System(s) Control Valves (PIV / OSS&Y), Fire Department Connections (FDC) and Fire Alarm Equipment shall be coordinated with the Fire Department and the Project Planners. (UFC 1001.7.1; 1001.8)
M.	Review of this Development proposal is limited to acceptability of site access and water supply as they pertain to fire department

## STANDARD CONDITIONS

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operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.

N. Review of these plans does not release the developer, architect, or contractor of the responsibility for the corrections of mistakes, errors or omissions contained therein.

O. This record contains standard wording for developmental review comments. The section(s) may be copied and pasted into other documents to save time and improve accuracy. Use of a standard format and standard wording has been requested by the cities and recommended by their respective city/town attorneys.  
**PARTS ARE LOCATED AT 97-0001-0004.**

~~X.P.~~ Fire Apparatus (Engine) Access Roads Required. Prior to the commencement of combustible construction, an access roadways with a paved all weather surface and a minimum unobstructed width of 20 feet, vertical clearance of 13 feet, 6 inches shall be provided, with minimum circulating turning radius of 36 feet outside and 23 feet inside, and a maximum slope of 15%, unless otherwise approved in writing by the Fire Marshal. Installations shall conform with Fire Department Standard Details and Specifications A-1. **(UFC 902.2.2)**

Q. Fire Department (Engine) Roadway Turn-around Required. Prior to the commencement of combustible construction the applicant shall provide an approved fire department engine roadway turn-around with a minimum radius of 36 feet outside and 23 feet inside unless otherwise approved in writing by the Fire Marshal. Installations shall conform with Fire Department Standard Details and Specifications A-1. Cul-de-sac diameters shall be no less than 72 feet. **(UFC 902.2.4)**

R. Emergency Gate/Access Gate Requirements. Open gates shall not obstruct any portion of the required access roadway or driveway width. If provided, all locks shall be fire department approved. Installations shall conform with Fire Department Standard Details and Specifications G-1. **(UFC 902.2.4.1)**

S. Fire Lane Marking Required. Provide marking for all roadways within the project. Markings shall be per fire department

specifications. Installations shall also conform to Local Government Standards and Fire Department Standard Details and Specifications A-6. **(UFC 901.4.2)**

T. Parking Along Roadways. The required width of fire access roadways shall not be obstructed in any manner. Parking shall not be allowed along roadways less than 28 feet in width. Parking will be allowed along one side of the street for roadways 28-35 feet in width. For roadways equal to or greater than 36 feet, parking will be allowed on both sides of the roadway. Roadway widths shall be measured face to face of curb. Parking spaces are based on an 8 foot wide space. **(UFC 902.2.4.1)**

U. Required Plans and Permits. Plans for fire apparatus access roads and fire hydrant systems shall be submitted to the Fire Department for review and approval prior to construction. Permits are required for the installation of all Private Water Supply, Tank, and Hydrant systems and must be issued to contractors prior to the start of installation of such systems. **(UFC 901.2.2.1, 902.2.2.2)**

V. Required Access to Water Supply Hydrants. Unless otherwise approved in writing by the Fire Marshal prior the issuance of building permit, Portions of the structure(s) are greater than 150 feet of travel distance from the centerline of the roadway containing public fire hydrants. Provide an on-site fire hydrant OR provide an approved residential fire sprinkler system throughout all portions of the building. **(UFC 903.2)**

W. Required Access to Buildings. Portions of the structure(s) are greater than 150 feet of travel distance along an accessible travel path from an approved fire apparatus access roadway or driveway. Provide an approved fire apparatus roadway/driveway and approved turn-around OR provide an approved type residential fire sprinkler system throughout all portions of the building. **(UFC 902.2.1, 902.2.4)**

X. Fire Department Key Box Required. The building shall be equipped with a permanently installed emergency access key lock box (Knox), conforming to Fire Department Standard Detail and Specification sheet K-1. At time of final inspection, access keys shall be provided to the fire department. **(UFC 902.4)**

## STANDARD CONDITIONS

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Y. Fire Apparatus (Engine) Access Driveway Required. Provide an access driveway with a paved all weather surface and a minimum unobstructed width of 20 feet, vertical clearance of 13 feet, 6 inches, minimum circulating turning radius of 36 feet outside and 23 feet inside, and a maximum slope of 15%. Installations shall conform to Fire Department Standard Details and Specifications D-1. (UFC 902.2.2)

Z. Fire Department (Engine) Driveway Turn-around Required. Provide an approved fire department engine driveway turn-around with a minimum radius of 36 feet outside and 23 feet inside. Installations shall conform with Fire Department Standard Details and Specifications D-1. (UFC 902.2.2.4)

AA. Location of Required Fire Protection System(s) Equipment. Location of Fire Hydrants, Fire Sprinkler System(s) Post Indicator Valves (PIV), Fire Department Connections (FDC) and Fire Alarm Equipment shall be coordinated with the Fire Department and the Project Planners. (UFC 1001.7.1, 1008.1)

BB. Access to Buildings/Landscaping Requirements. Landscaping shall not obstruct Fire Department ladder access to buildings. Building Permit submittals shall include a landscape drawing which reflects the location of all landscaping. The plan shall show how Fire Department ladder access will be provided around all buildings. Provide approved walkways on all sides of the building(s) leading from the fire access roadway to the exterior openings of the building(s). (UFC 902.3.1)

CC. Timing of Required Roadway/Driveway Installations. Prior to the commencement of combustible construction, the required roadway/driveway installations, up through first lift of asphalt, shall be in place, inspected, and accepted by the Fire Department unless otherwise approved in writing by the Fire Marshal. Bulk combustible construction materials shall not be delivered to the construction site until installations are completed as stated above. During construction, emergency access roads shall be maintained clear and unimpeded. Issuance of building permits may be withheld until installations are completed. (UFC 901.3)

DD. Flagged Lots. Flagged lots shall conform with all access and water supply requirements in accordance with Fire Code Article 9. Contract Fire Department for applicable means of compliance. (District Policy)

EE. Timing of Required Driveway Installations. Prior to the commencement of combustible construction the required driveway installations shall be in place, inspected, and accepted by the Fire Department unless otherwise approved in writing by the Fire Marshal. Bulk combustible construction materials may not be delivered to the construction site until installations are completed as stated above. Clearance for building permits also may be held until installations are completed. (UFC 901.3)

FF. Fire Apparatus (Ladder Truck) Access Roads Required. Provide access roadways with a paved all weather surface and a minimum unobstructed width of 30 feet, vertical clearance of 13 feet, 6 inches, minimum circulating turning radius of \_\_\_\_\_ feet outside and \_\_\_\_\_ feet inside, a maximum slope of 10% and vehicle loading of \_\_\_\_\_ 000 pounds. (UFC 902.2.2.1)

GG. Fire Ladder Truck Set Up Area(s) Option. Provide Fire Department Ladder Truck Set Up Areas with a minimum unobstructed width of 30 feet and minimum length of 60 feet. Area shall support 75,000 pounds of gross vehicle weight. Area shall be paved or other engineered surfaces may be used with Fire Department approval. (UFC 902.2.2.1)

HH. Secondary Access Required. Provide a secondary access point. Installation and Design of Secondary Access shall conform to Fire Department Standard Details and Specifications A-4. (UFC 902.2.1)

II. Bridges (Driveways). The bridge shall be designed for a live load of 40,000 pounds as stated in Fire Department Standard Details and Specifications D-1 and in accordance with Article 90 of the Fire Code. (UFC 902.2.2.5)

JJ. Premises Identification. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Numbers shall contrast with their background and be a minimum of four inches in height. (UFC 901.4.4)

KK. Building Code Review. Building Code review will be conducted upon receipt of a plans submittal and Building Permit Application from the local building department having jurisdiction.

## STANDARD CONDITIONS

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- I.L. Hazardous Materials Compliance Review. Hazardous Materials Compliance review is not completed in the Development Review Process. Questions regarding Hazardous Materials may be directed to (408)378-4010 ext. 20.
- MM. Review of Street Improvement Plans for Approved or Disapproved (as applicable) State reason for disapproval.
- NN. The proposal presented under this application is acceptable to the Fire Department. Prior to performing any grading, demolition, construction or building modifications, the applicant shall make an application to, and obtain from the Building and Fire Department all necessary permits. The requirements or conditions, if stated above, shall be incorporated into the project drawings submitted for Building and Fire Department review.
- PP. Preliminary Review Only. The requirements and conditions stated in this review are preliminary and are intended to be used for the purposes of project planning. An official Fire Department review of the project will be conducted upon receipt of the application.
- OO. No Fire Department Requirements or Conditions. For the application submitted. Subsequent submittals will be reviewed for Fire Department compliance upon receipt.
- QQ. To prevent plan review and inspection delays, the Fire Department Developmental Review Conditions contained within this standard conditions checklist shall be restated as "notes" on all pending and future plan submittals, and any referenced diagrams shall be reproduced onto the future plan submittal.
- RR. All new commercial building shall comply with standard specification SI-7 for construction site fire safety.
- SS. All comments from review \_\_\_\_\_ are still in effect.
- TT. Residential Sprinklers—Home buyer option. The Developer/Contractor/Owner Builder shall provide an automatic fire sprinkler system as an option to the buyer. (UFC 1003.2.2 as amended by MHMC 15.44.290)

of a complete Building Permit Application and Plan Submittal that clearly shows all intended grading, demolition, construction or building modifications.

**POLICE DEPARTMENT**

**XX. SITE DEVELOPMENT**

**X.A.** The applicant shall comply with applicable provisions of the City's building security ordinance. Exterior lighting shall comply with criteria specified in the Design Review Ordinance. (**MHMC 18.74.370**)

**B.** The common main entrance door to a multi-family residential building shall be coupled with a voice intercom and electric door controls for each living unit to monitor control of visitor access to the building's interior. There shall be no master keying of residential units.

**C.** On directories used in a multiple family dwelling, the residents listed shall be by alphabetical listing only and shall not correspond to numbering of dwelling unit. (**MHMC 15.40.410**)

**D.** Where electronic security gates are provided to a development, a voice intercom or phone and electric gate control shall be provided. Gate location shall be designed to provide adequate area for turn around of vehicles.

**XXI. BUILDING DESIGN**

**A.** Building shall be pre-wired to provide a hard wire burglar alarm system. This shall include any windows or doors at ground level and including any windows capable of being reached without ladders from the building's exterior. The wire shall be laid in conduit. This condition does not include the actual alarm system, but only the pre-wiring for desired hookup at a later date.

**B.** All exterior transoms, glass skylights, and other openings of glass which are accessible from any surface on the premises shall be constructed of burglary-resistant glass or equally resistant glasslike material or secured on the inside with the

following protective devices:

- Iron bars of at least one-half (½) inch round or one (1) inch x one-quarter (1/4) inch flat steel material no more than five (5) inches apart and securely fastened; or
- Iron or steel grills of at least one-eighth (1/8) inch thickness with mesh not to exceed two (2) inches secured with non-removable type screws. (**MHMC 15.40.250**)

**C.** All hatchway openings shall be secured with the following protective devices:

- If the hatchway is of wooden material, it shall be covered on the inside with at least sixteen (16) gauge sheet steel, or its equivalent, attached with screws.
- The hatchway shall be secured from the outside with a slide bar or slide bolt with a minimum of one (1) inch throw. The use of a crossbar or padlock must be approved by the Fire Department.
- Outside hinges on all hatchway openings shall be provided with non-removable pins using pin-type hinges. (**MHMC 15.40.280**)

**D.**

All air duct or air vent openings exceeding eight (8) inches x twelve (12) inches on the roof or exterior walls of any building shall be secured by covering the same with either of the following:

- Iron bars of at least one-half (½) inch round or one (1) inch x one-quarter (1/4) inch flat steel material, spaced no more than five (5) inches apart and securely fastened; or
- Iron or steel grills of at least one-eighth (1/8) inch thickness with mesh not to exceed two (2) inches and secured with non-removable type screws.
- If the barrier is on the outside, it shall be secured with galvanized round-head through bolts of at least three-eighths (3/8) inch diameter on the outside. (**MHMC 15.40.290**)

## STANDARD CONDITIONS

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## PACIFIC GAS & ELECTRIC (PG&E)

### XXII. UTILITY ACCESS

A. Development plans shall provide for unrestricted utility access and avoid encroachments that might impair the safe and reliable maintenance and operation of PG&E's facilities. Examples of activities which could have an impact on PG&E facilities include permanent/temporary changes in grade over or under the facilities; construction of structures within or adjacent to PG&E easements; and planting of certain types of vegetation over or underneath gas and electric facilities respectively. Developers shall be responsible for the costs associated with the relocation of existing PG&E facilities to accommodate the proposed development (PG&E).

### OTHER CONDITIONS:

A. Applicant shall participate in the City's non-restricted homes program administered by the Business Assistance and Housing Services Department by providing 75% of the units at unrestricted moderate prices or lower and at least 25% of the units at unrestricted median prices. (BAHS)

B. Prior to submitting a Final Map and Improvement Plans, the developer and design engineer shall schedule a meeting with Public Works to determine how Measure C commitments shall be fulfilled. Contact Scott Creer or Charlie Ha at (408) 776-7337 to schedule an appointment. (PW)

C. Utility improvements, including public water main, water meter banks, private fire loop, and private sanitary sewer improvements shall be constructed in accordance with the diagrams transmitted to the applicant on November 22, 2006. (PW)

D. Provide Public Utility Easements as needed for public water main on site. (PW)

E. Driveway approaches on Main and Butterfield shall maintain a continuous ADA accessible path of travel. (PW)

<input checked="" type="checkbox"/> F.	Public Works fees are required for this project and must be paid prior to the issuance of a building permit. (PW)	
<input checked="" type="checkbox"/> G.	The pool pump house filter backwash shall drain to the sanitary sewer through a sump/interceptor designed to collect solids. Submit the pool house plans to the pretreatment program. (PRTTMT)	
<input checked="" type="checkbox"/> H.	Residential sprinkler – home buyer option. The developer/contractor/owner builder shall provide an automatic fire sprinkler system as an option to the buyer. (FIRE)	
<input checked="" type="checkbox"/> I.	Disabled access will be required across the site in all public use and common access areas including main entry doors to each home. (BLDG)	
<input checked="" type="checkbox"/> J.	Townhouse units require accessibility in accordance with State Law 12955. (BLDG)	
<input checked="" type="checkbox"/> K.	The design of the fence/ wall shall be constructed along the western property line shall return to a subcommittee of the Architectural Review Board. The height of the fence/wall shall not exceed three feet between the East Main Avenue right-of-way and the front building line of units/lots 62 through 68. Behind the front line of those units, the fence/wall may be six feet in height with an additional one foot of lattice. (PLNG)	
<input checked="" type="checkbox"/> L.	Prior to recordation of the Final Map, the existing access and utility easement shall be vacated. (PW)	
<input checked="" type="checkbox"/> M.	Plans for the clubhouse shall be architecturally consistent with the rest of the development and shall be approved by a subcommittee of the Architectural Review Board prior to issuance of a building permit. (PLNG)	
<input checked="" type="checkbox"/> N.	Prior to issuance of a building permit, a subcommittee of the	

## STANDARD CONDITIONS

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Architectural Review Board shall approve the building details.  
(PLNG)

XO.

Prior to issuance of a building permit, detailed landscape plans shall be reviewed by a subcommittee of the Architectural Review Board for consistency with both the Development Agreement (RDGS commitments) and the Water Conservation Landscape Ordinance. A letter from a licensed landscape architect shall be submitted with the final landscape plans confirming that they are consistent with the Water Conservation Landscape Ordinance. (PLNG)

XP.

Final building and grading plans shall include the following improvements subject to the approval of the Community Development and Public Works Departments.

- Eliminate triangular raised median in the "A" Street driveway to reduce vehicle speeds and improve pedestrian crossing conditions.
- Modify existing median on East Main Avenue to allow left turns into the project site.
- Re-stripe west leg of East Main Avenue to widen westbound lane and shoulder to increase available width for U-turns from 26 feet to at least 30 feet.
- Substitute perpendicular parking for angled parking, elimination of the two spaces at the southern end of the "B" Street driveway.
- Add a "Right Turn Only" sign to the "B" Street driveway.
- Add stop signs to both driveways.
- Install a raised median and "No U-Turn" sign east of the business park on East Main Avenue to prevent U-turns at the business park driveway.
- Eliminate short curb extensions between garage entrances to accommodate larger vehicles. (PLNG/PW)



**RESOLUTION NO. 07-**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF MORGAN HILL RECOMMENDING  
APPROVAL OF DEVELOPMENT AGREEMENT  
APPLICATION DA-06-05: E. MAIN - AHLIN FOR  
APPLICATION MC-05-06: E. MAIN - AHLIN (APN(S)  
726-15-001 AND -073)**

**WHEREAS**, the City Council of the City of Morgan Hill has adopted Resolution No. 4028, establishing a procedure for processing Development Agreements for projects receiving allotments through the Residential Development Control System, Title 18, Chapter 18.78 of the Morgan Hill Municipal Code; and

**WHEREAS**, Sections 65864 through 65869.5 of the California Government Code authorizes the City of Morgan Hill to enter into binding Development Agreements with persons having legal or equitable interests in real property for the development of such property; and

**WHEREAS**, the Planning Commission, pursuant to Chapter 18.78.125 of the Morgan Hill Municipal Code, awarded 99 building allotments for application MC-05-06: E. Main - Ahlin; and

**WHEREAS**, said development agreement request was considered by the Planning Commission at their regular meeting of June 12, 2007, at which time the Planning Commission recommended approval of development agreement application, DA-06-05: E. Main - Ahlin.

**NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES  
RESOLVE AS FOLLOWS:**

**SECTION 1. ADOPTION OF DEVELOPMENT AGREEMENT.** The Planning Commission hereby recommends to the City Council, adoption of the Development Agreement for MC-05-06: E. Main - Ahlin attached to this Resolution as Exhibit A.

**PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF JUNE 2007, AT A REGULAR MEETING  
OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:**

**AYES:           COMMISSIONERS:**

**NOES:           COMMISSIONERS:**

**ABSTAIN:       COMMISSIONERS:**

**ABSENT:       COMMISSIONERS:**

**ATTEST:**

**APPROVED:**

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**FRANCES O. SMITH, Deputy City Clerk**

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**ROBERT J. BENICH, Chair**



**RECORD AT NO FEE PURSUANT TO  
GOVERNMENT CODE SECTION 6103**

Recorded at the request of  
and when recorded mail to:

City of Morgan Hill  
Community Development Department  
17555 Peak Avenue  
Morgan Hill, CA 95037

**RESIDENTIAL DEVELOPMENT AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by  
and between \_\_\_\_\_, under the Agreement, ("Property Owner") and  
the CITY OF MORGAN HILL, a municipal corporation organized and existing under the laws  
of the State of California (the "City").

**RECITALS**

This Agreement predicated upon the following facts:

A. Government Code Sections 65864-65869.5 authorize the City of Morgan Hill to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property;

B. Under Section 65865, the City of Morgan Hill has adopted rules and regulations establishing procedures and requirements for consideration of Development Agreements as contained in Title 18, Chapter 18.80 of the City of Morgan Hill Municipal Code;

C. The parties hereto desire to enter into a Development Agreement and proceedings have been taken in accordance with the City's rules and regulations;

D. The City of Morgan Hill has found that the Development Agreement is consistent with the General Plan and commitments made through the Residential Development Control System of the City of Morgan Hill (Title 18, Chapter 18.78 of the Municipal Code);

E. In light of the substantial commitments required to be made by Property Owner and in exchange for the consideration to be provided to the City by Property Owner as set forth herein, the City desires to give Property Owner assurance that Property Owner can proceed with the project subject to the existing official policies, rules and regulations for the term of this Development Agreement;

F. On \_\_\_\_\_, 2007, the City Council of the City of Morgan Hill adopted Ordinance No. \_\_\_\_\_, New Series approving the Development Agreement with the Property Owner, and the Ordinance thereafter took effect on \_\_\_\_\_, 2007.

NOW, THEREFORE, the parties agree:

1. Definitions. In this Agreement, unless the context otherwise requires:

(a) "City" is the City of Morgan Hill.

(b) "Project" is that portion of the development awarded building allotments as part of the Residential Development Control System by the City of Morgan Hill.

(c) "Property Owner" means the party having a legal or equitable interest in the real property as described in paragraph 3 below and includes the Property Owner's successor in interest.

(d) "Real Property" is the real property referred to in Paragraph 3 below.

2. Exhibits. The following documents are referred to in this Agreement, attached and made a part by this reference:

Exhibit "A" - Development Allotment Evaluation

Exhibit "B" - Development Schedule

Exhibit "C" - Legal Description of Real Property

In the event there is any conflict between this Development Agreement and any of the Exhibits referred to above, this Development Agreement shall be controlling and superseding.

3. Description of Real Property. The real property which is subject to this Agreement is described in Exhibit "C".

4. Interest of Property Owner. Property Owner represents that he has a legal or equitable interest in the real property.

5. Assignment. The right of the Property Owner under this agreement may not be transferred or assigned unless the written consent of the City is first obtained which consent shall not be unreasonably withheld. The Property Owner shall provide the City with names, address, and phone numbers of the party to whom the property is to be transferred and Property Owner shall arrange an introductory meeting between the new owner, or his agent, and City Staff to facilitate consent of the City.

6. Recordation of Development Agreement. No later than ten (10) days after the City enters into this Agreement, the Clerk of the City shall record an executed copy of this Agreement in the Official Records of the County of Santa Clara. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, successors in interest to the parties to this Agreement; provided, however, that this Agreement shall not be binding upon any consumer, purchaser, transferee, devisee, assignee or any other successor of Property Owner acquiring a completed residential unit comprising all or part of the Project.

7. Relationship of Parties. Property Owner and the City agree that each is not the agent of the other for purposes of this Agreement or the performance hereunder, and Property Owner is an independent contractor of the City.

8. City's Approval Proceedings for Project. On February 14, 2006, the City of Morgan Hill approved a development plan for the real property as part of its Residential Control System Review. This approval is described in proceedings designated File No. MC- 05-06, on file in the office of Community Development to which reference is made for further particulars. The development plan provides for the development of the property as follows:

Construction of 99 townhouse units as approved by the City of Morgan Hill City Council.

9. Changes in Project.

(a) No substantial change, modification, revision or alteration may be made in the approved development plan without review and approval by those agencies of the City approving the plan in the first instance, which approval shall not be unreasonably withheld. No minor changes may be made in the approved development plan without review and approval by the Director of Community Development of the City, or similar representation if the Director is absent or the position is terminated, which approval shall not be unreasonably withheld.

(b) Any change specified herein and approved by this Development Agreement shall be deemed to be an allowable and approved modification to the Development Plan.

(c) In the event an application to change, modify, revise or alter, the development plan is presented to the Director of Community Development or applicable agencies of the City for review and approval, the schedule provided in Exhibit "B" shall be extended for a reasonable period of time as agreed to by the parties hereto to accommodate the review and approval process for such application.

10. Time for Construction and Completion of Project.

(a) Securing Building Permits and Beginning Construction. Unless excused from performance as provided in paragraph 27 hereof, Property Owner agrees to secure building permits and to begin construction of the Project in accordance with the time requirements set forth in the Uniform Building Code and the City's Residential Development Control System (see Exhibit "B") as these exist on the date of execution of this Agreement. In the event Property Owner fails to comply with the above beginning construction dates, and satisfactory progress towards completion of the project in accordance with the Residential Development Control System, the City, after holding a properly noticed hearing, may rescind all or part of the allotments awarded to the Property Owner and award said allotments to the next Residential Development Control System applicant who has qualified for such allotments.

(b) Progress Reports Until Construction of Project is Complete. Property Owner shall make reports to the progress of construction in such detail and at such time as the Community Development Director of the City of Morgan Hill reasonably requests.

(c) City of Morgan Hill to Receive Construction Contract Documents. If the City reasonably requests copies of off-site and landscaping contracts or documents for purpose of determining the amount of any bond to secure performance under said contracts, Property Owner agrees to furnish such documents to the City and the City agrees to maintain the confidentiality of such documents and not disclose the nature or extent of such documents to any person or entity in conformance with the requirements of the California Public Records Act.

(d) Certificate of Completion. Within thirty (30) days after completion to the City's satisfaction of 25% of the total number of units, the City shall provide Property Owners with an instrument in recordable form certifying completion of that portion of the project.

Within thirty (30) days after completion to the City's satisfaction of 50% of the total number of units, the City shall provide Property Owners with an instrument in recordable form certifying completion of that portion of the project. Within thirty (30) days after completion to the City's satisfaction of 75% of the total number of units, and after all public and private improvements have been completed to the City's satisfaction, the City shall provide Property Owners with an instrument in recordable form certifying completion of that portion of the project. Within thirty (30) days after completion to the City's satisfaction of 100% of the total number of units, the City shall provide Property Owners with an instrument in recordable form certifying completion of the entire project. Upon issuance of the certificate of completion for 100% of the total units, this Development Agreement shall be deemed terminated as to the entire project.

11. Hold Harmless. Property Owner agrees to defend and hold the City and its officers, agents, employees and representatives harmless from liability for damage or claims for damage for personal injury including death or claims for property damage which may arise as a result of the construction of the project by the Property Owner or his contractor, subcontractor, agent, employee or other person acting within the course and scope of the authority of Property Owner.

Property Owner further agrees to hold the City and its officers, agents, employees, and representatives harmless from liability for damages or claims for damages suffered or alleged to have been suffered as a result of the preparation, supply, and/or approval of the plans and specifications for the project by the City or its officers, agents, employees or representatives.

Nothing herein shall require or obligate Property Owner to defend or hold the City and/or its officers, agents, employees and representatives harmless from or against any damages, claims, injuries, death or liability resulting from negligent or fraudulent acts of the City or its officers, agents, employees or representatives.

12. Insurance. Property Owner shall not commence actual construction under this Agreement until Property Owner has obtained insurance as described herein and received the approval of the City Attorney of Morgan Hill as to form and carrier, which approval shall not be unreasonably withheld. Property Owner agrees to maintain such insurance from a date beginning with the actual commencement of construction of the Project and ending with the termination of the Agreement as defined in Paragraph 20.

(a) Compensation Insurance. Property Owner shall maintain Worker's Compensation Insurance for all persons employed by Property Owner at the site of the Project, not including the contractor and or subcontractors on the site. Property Owner shall require each contractor and subcontractor similarly to provide Worker's Compensation Insurance for themselves and their respective employees. Property Owner agrees to indemnify the City for damage resulting from its failure to obtain and maintain such insurance and/or to require each contractor or subcontractor to provide such insurance as stated herein.

(b) Public Liability and Property Damage Insurance. Property Owner agrees to carry and maintain public liability insurance against claims for bodily injury, death or property damage to afford protection in the combined single limit of not less than One Million Dollars (\$1,000,000).

(c) Additional Insured. Property Owner shall obtain an additional insured endorsement to the Property Owner's public liability and property damage insurance policy naming the City, its elective and appointive boards, commissions, agents, and employees, as additional insured.

13. Cancellation of Insurance. On or before the commencement of actual

construction of the Project, Property Owner shall furnish the City satisfactory evidence that the insurance carrier selected by the Property Owner and approved by the City will give the City of Morgan Hill at least ten (10) days prior written notice of cancellation or reduction in coverage of a policy.

14. Specific Restrictions on Development of Real Property. Notwithstanding the provisions of land use regulations otherwise applicable to the real property by virtue of its land use designation of Multi-Family Residential – High Density (21-40 units per acre) and zoning classification of R4 RPD (Medium Density Residential – Residential Planned Development Overlay), the following specific conditions of the Residential Development Control System building allotment approval govern the use of the property and control over provisions in conflict with them, whether lots are developed by the Property Owner or by subsequent property owners:

- (a) Permitted uses of the property are limited to the following:

The Tentative Map, Grading Plans and Precise Residential Development Plans as approved by the City of Morgan Hill City Council and Site and Architectural Review Process.

- (b) Maximum density (intensity of use) is:

That shown on the Tentative Map and Grading Plans and Precise Residential Development Plans as approved by the City of Morgan Hill City Council and Site and Architectural Review Process.

- (c) Maximum height for each proposed building is:

That height shown on the architectural plans as approved by the City of Morgan Hill under Site and Architectural Review Process.

- (d) Landscaping and recreational amenities, as shown on Site, Architectural, Landscape and Grading Plans as approved by the City of Morgan Hill City Council and Site and Architectural Review Process.

- (e) All public improvements shall be installed by the Property Owner along property frontages to the satisfaction of the Public Works Department consistent with the Site, Architectural, Landscape and Grading Plans as approved by the City of Morgan Hill City Council and Site and Architectural Review Process.

- (f) All architectural features and materials for all structures shall be constructed as shown on the Architectural plans as approved by the Site and Architectural Review Process.

- (g) Property Owner agrees to any other reasonable condition of approval resulting from subdivision, site review and environmental review, which conditions are on file with the City.

- (h) Property Owner agrees to include the following School features in the development:

- (i) Property Owner agrees to pay the district-adopted developer fees as provided by the Leroy F. Greene School Facilities Act of 1998.

- (ii) Property owner will install the following off-site pedestrian safety improvements or traffic safety improvements near a MHUSD school:

- Applicant will provide pedestrian safety improvements

along East Main Avenue to Live Oak High School at a rate of \$3,300 per unit or any other improvements equal to \$3,300 per unit to be determined by the Morgan Hill Unified School District. Any proposed pedestrian and traffic safety improvements cannot be redundant of improvements committed to in other categories. The cost of the improvements must be valued at \$ 1,100 per point per unit.

(iii) The Morgan Hill Unified School District's Director of Facilities will coordinate the District use of the facility with the property manager to ensure that a minimum space of 960 square feet is made available for after school activities. Future points may be withheld or payment of such costs charged to the developer if obligation isn't met.

(i) Property Owner agrees to include the following Open Space improvements in the development:

(i) All parks and open space within the project will be maintained by a neighborhood homeowners association.

(ii) Project provides a 7 ft. wide (minimum), paved (or other durable surface) pedestrian pathway within landscaped areas and connecting to the private recreational area internal to the project as indicated in the precise residential development plan.

(iii) The project shall purchase double the number of transferable development credits calculated at a ratio of one TDC for every 25 units. The overall project contains 134 units and is required to purchase a total of 10.72 TDC's. The current allocated project consisting of 99 units shall purchase a total of 7.92 TDC's. The per unit TDC payment shall be collected on a per unit basis at the time of building permit issuance. Building permits will not be granted unless this provision has been complied with to the satisfaction of the City Council.

(j) Property Owner agrees to include the following Public Facility features in the development:

(i) Storm drain lines onsite will be under paved driveways and maintained privately. The project drainage shall be consistent with the City's storm drain system.

(ii) Project commits to install public facilities on/adjacent to project site, or as directed/designated by City at a cost of at least \$4,400, over and above other commitments, per allocated unit.

(iii) Applicant will contribute \$ 1100 per unit to the Local Drainage Non-AB1600 fund for off-site storm drainage improvements, in addition to payment of standard fees.

(iv) Applicant will contribute \$1,100 per unit to the Capital Improvements Program Fund:

(k) The Property Owner agrees to provide the following **Park and Recreation** improvements:

- (i) Project will provide a continuous and unrestricted seven (7) foot wide mid block pedestrian connections through the buildings that provides access to public or private open space areas and the Cal Train parking lot.
- (ii) In addition to payment of standard park fees, the applicant will pay the lesser of double the required in lieu park fees up to \$ 3,300 per unit.
- (iii) The project will install the following pedestrian and bicycle improvements beyond the project frontage:
  - In addition to the standard frontage improvements, in conjunction with the Phase I, the project will complete the sidewalks and/or replace existing broken sidewalks between Depot and Monterey Streets on E. Main Avenue, subject to approval by the Public Works Department.
- (iv) Each project phases shall provide the following park amenities within the proposed 0.22 acre park:

Phase I: Open space turf areas  
Phase II: Pool and Clubhouse

(l) Property Owner agrees to include the following **Housing Types & Housing Needs** in the development:

(i) Project shall provide the following housing types:

Phase I (50 units)

7 Moderate Rate\*: 3 bedroom, 3 bath and approx.1,927 sq. ft.  
13 Moderate Rate\*:3 bedroom, 4 bath and approx.2,129 sq. ft.  
14 Moderate Rate\*: 2 bedroom, 3 bath and approx.1,742 sq. ft.  
2 Moderate Rate\*: 2 bedroom, 2 bath and approx.1,739 sq. ft.  
12 Median Rate\*\*:2 bedroom, 3 bath and approx. 1,739 sq. ft.  
2 Median Rate\*\*: 3 bedroom, 4 bath and approx.2,129 sq. ft.

Phase II (43 units)

7 Moderate Rate\*: 3 bedroom, 3 bath and approx.1,927 sq. ft.  
10 Moderate Rate\*:3 bedroom, 4 bath and approx.2,129 sq. ft.  
11 Moderate Rate\*: 2 bedroom, 3 bath and approx.1,742 sq. ft.  
13 Median Rate\*\*:2 bedroom, 3 bath and approx. 1,739 sq. ft.  
2 Median Rate\*\*: 3 bedroom, 4 bath and approx.2,129 sq. ft.

Phase III (6 units)

1 Moderate Rate\*: 3 bedroom, 3 bath and approx.1,927 sq. ft.  
1 Moderate Rate\*:3 bedroom, 4 bath and approx.2,129 sq. ft.  
2 Moderate Rate\*: 2 bedroom, 3 bath and approx.1,742 sq. ft.  
2 Median Rate\*\*:2 bedroom, 3 bath and approx. 1,739 sq. ft.

\*The final sales price (at close of escrow) for the moderate rate units will be based on HUD income limits for a family of four at the closing date.

\*\*The final sales price (at close of escrow) for the median rate units will be based on HUD income limits for a family of four at the closing date.

In accordance with the Measure C approval, the applicant is required to provide 75% unrestricted moderate income units and 25% median unit incomes. The above table indicates that approximately 32% of the units are provided at a median income rate, which exceeds Measure C commitments. The applicant may reduce the number of median units consistent with Measure C commitments either with the allocated units or with unallocated units in future phases.

(m) Property Owner agrees to include the following **Quality of Construction** features in the development:

- (i) All homes will have EPA "Energy Star" labeled windows with low-e coatings and vinyl or metal frames,
- (ii) Installation of a high efficiency gas furnace of 90 percent efficiency rating or greater in all dwelling units.
- (iii) Installation of air conditioning units with high efficiency condensing unit with a SEER rating of 12 or higher. Must be installed in more than 60 percent of the dwelling units in the project.
- (iv) Installation of a HERS (Home Energy Rating System) certified heating and air conditioning (HVAC) system with all duct work tested and certified to achieve a minimum 3 percent savings in the home energy budget.
- (v) Recirculating hot water system with demand pumping.
- (vi) Installation of future ready wiring concepts such as home running phone lines from all habitable rooms directly to main phone box rather than looping using RJ6 for television/video and high speed computer access, and CAT5R or equivalent for telephone lines.
- (vii) Class A roof covering
- (viii) Glued and screwed sub-floors, insulation of interior walls for sound.
- (ix) TJI floor joists.
- (x) Pre-plumb gas lines to dryer along with 220 volt outlet.
- (xi) Use at least two different roof lines and two different pitches throughout the project, i.e. gable, hipped, dormers, Mansard, etc.
- (xii) Use of porches and balconies as shown of the Precise Residential Development Plan.
- (xiii) Use of a consistent level of architectural relief on all four elevations, including bay windows, covered porches decorative trellises multiple trim and base colors.

(n) The Property Owner agrees to provide the following **Circulation** improvements:

(i) Applicant agrees to pay \$2,200 per unit for land acquisition and parking improvements in the Downtown.

(ii) In conjunction with Phase I, the project will install bicycle parking with secured bicycle racks at the Park and Ride at Main and Hale Avenues, at the bus stop east of Butterfield Blvd and at the Cal Train Station.

(o) improvements: The Property Owner agrees to provide the following **Safety and Security**

(i) Provides fire escape ladders for upper floor bedrooms and one mounted fire extinguisher (rated 2A10BC) for up to the first 1,500 square feet of floor space, and one additional extinguisher for each additional 1,500 square feet of floor space or fraction thereof.

(ii) Provides a first aid kit with a poison control document to be installed in the kitchen area of the home.

(iii) Provide outdoor lighting to meet all police department specifications.

(iv) Install illuminated address numbers for each unit and painted reflective curb numbers where possible.

(v) Burglar alarms will be provided for all units.

(vi) Provides residential fire sprinkler systems according to NFPA Chapter 13D specifications.

(vii) Neighborhood Emergency Preparedness Program administered through a homeowners association or central property management.

(viii) Hardwired carbon monoxide detection device or devices with battery backup. The installation of the devices are to be located per manufacturer's requirement with at least one detector per floor of the residence.

(ix) The developer shall include provisions in the Convents, Conditions and Restrictions (CC&R's) of the Homeowner's Association which directs a Board representative to the City of Morgan Hill Police Department's Community Service Officer to enact a neighborhood watch program to be established as part of the first phase of the development.

(p) improvements: The Property Owner agrees to provide the following **Landscaping**

(i) Twenty-four inch box-size trees from a city approved list, with a minimum height of nine feet and a spread of three to four feet. The box-size trees will be provided within the development at a ratio of one box-size tree per ten trees provided with the landscape area to be installed by

the developer. The one box size tree per ten trees calculation does not include street trees.

- (ii) Sufficient planting shall be provided around all necessary and appropriate group parking to achieve shading and visual screening as viewed from the public street.
- (iii) Varied front yard landscaping plans are installed by the developer.
- (iv) Deciduous trees will be planted along the south facing side of homes or buildings.
- (v) All street trees are twenty-four inch box trees from the city approved list.
- (vi) Drought tolerant grasses are used for lawn areas and no more than twenty-five percent of the landscape area is covered with lawn. The twenty-five percent lawn coverage calculation is exclusive of landscape area within parks.
- (vii) Automatic irrigation systems utilize separate valves and circuits for trees; shrubs and ground covers; and lawn areas. Minimum of three separate valves required. A separate valve shall be provided for the following areas: front lawn, rear lawn, and for trees, shrubs and groundcover (combined) where viable. If trees, shrubs, and groundcover cannot be combined under 1 valve, a separate valve for trees shall be provided, resulting in a minimum of 4 separate valves required. Water conserving irrigation system is also used within the development, i.e., drip irrigation.
- (viii) The landscape to be installed by the developer will include hardscape coverage such as decorative paving, wood decking, decorative stone and similar non-irrigated areas on at least fifteen percent of the landscape area. Pedestrian walkways across circulation aisles are not included in this item.
- (ix) For at least 75% of all plant material, uses water conserving plants contained on the Selected Plant List, Appendix A of the City Water Conservation Landscape Guide.
- (x) Project provides a separate water source (e.g., well, import or recycled water) to irrigate common area landscape areas and front yard areas that are maintained by a homeowners association.
- (xi) Landscaping shall be installed on all areas visible from public and private rights-of-way.

(xii) Multiple colors will be used to enhance the architectural details to add to the visual interest of the facades.

(q) The Property Owner agrees to provide the following Natural and Environmental improvements:

- (i) Minimal grading is required which is considered a fill or excavation of less than two feet in depth (three feet is acceptable for detention ponds).
- (ii) Restricts the amount of runoff caused by impervious surfaces and the covering of land area suitable for percolation where applicable.
- (iii) A wall up to six feet in height with an additional one foot of lattice may be constructed along the west property line, subject to review and approval of a subcommittee of the Architectural Review Board. Windows will be double paned, AC units provided on all units and extra sound insulation installed on all units facing, streets, VTA parking or railroad tracks.
- (iv) Dry wall is source separated and recycled.
- (v) Wood waste is source separated for recycling or composting.
- (vi) Cardboard containers and boxes are source separated and recycled.
- (vii) Uses certified Forest Stewardship Council (FSC) plywood.
- (viii) Uses building insulation with minimum 25% recycled content.
- (ix) Uses light exterior roof colors to reflect the sun's heat.
- (x) Uses low to zero emission volatile organic compounds (VOC) and adhesives.

(r) The Property Owner agrees to provide the following Livable Community improvements:

- (i) Provides low-maintenance on-site walkways and on-site bike paths throughout the development. Installation of city standard sidewalks, or pathways which are redundant of city standard sidewalks do not fulfill this requirement.
- (ii) Project will construct a 10' X 55' PCC bus stop pavement pad in accordance with Valley Transportation standards and an 8' X 10' PCC passenger waiting pad and bus shelter per ADA standards for the existing bus stop on East Main Avenue, east of Butterfield Boulevard.
- (iii) Project will provide access to stores, services, schools, employment areas by constructing sidewalks where they do not currently

exist within a quarter mile of the development. The cost of the sidewalk improvements shall be equal to or greater than \$1,100 per unit.

(s) The Property Owner shall record constructive notice on the Final Parcel Map for the development that each lot is subject to the requirements of this Development Agreement, and that commitments under the Agreement which the City has permitted the Property Owner to delay must be fulfilled by the next subsequent property owners.

(t) The project shall provide the following information, by address for each unit, to the Community Development Department:

- |       |                        |
|-------|------------------------|
| (i)   | Date of sale           |
| (ii)  | The number of bedrooms |
| (iii) | The final sales price  |

This information shall be reported on an annual basis for the calendar year and is due to the City by March 30 of the following year for every year until the project is completed and all units are sold.

15. Effect of Agreement on Land Use Regulations.

(a) Unless otherwise provided herein or by the provisions of the Residential Development Control System, the rules, regulations and official policies governing permitted uses of the real property, governing density and governing the design, improvement and construction standards and specifications applicable to development of the real property are those rules, regulations and official policies, including without limitation building code requirements, in force at the time of the execution of this Agreement.

(b) This Agreement does not prevent the City, in subsequent actions applicable to the real property, from applying new rules, regulations and policies which do not conflict with those rules, regulations and policies applicable to the real property as set forth in Paragraph 14 and in effect at the time of the execution of this Agreement. Any rules, regulations or policies enacted by the City subsequent to the execution of this Agreement which are in conflict with those rules, regulations and policies in effect at the time of the execution of this Agreement or in conflict with the terms of this Agreement shall not be applied to the Project.

(c) The City shall be entitled to impose development fees in effect at the time a vested tentative map or other equivalent map is approved, rather than those in effect as of the date of this Agreement. The City shall be entitled to apply building standards in effect at the time the building permits are actually issued, rather than those in effect as of the date of this Agreement.

(d) This Agreement does not prevent the City from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations and policies.

(e) Nothing contained herein will give Property Owner a vested right to develop the described Project or to obtain a sewer connection for said Project in the absence of sewer capacity available to the Project.

16. State or Federal Law. In the event that state or federal laws, or regulation, enacted after this Agreement have been entered into, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

17. Periodic Review.

(a) The City shall review this Agreement at least at four times per year and on a schedule to assure compliance with the Residential Development Control System, at which time the Property Owner is required to demonstrate good faith compliance with the terms of this Agreement.

(b) If, as a result of such periodic review, the City finds and determines, on the basis of substantial evidence, that Property Owner has not complied in good faith with the terms or conditions of this Agreement, the City may rescind all or part of the allotments awarded to Property Owner and award said allotments to the next Residential Development Control System applicant who has qualified for such allotments.

18. Amendment or cancellation of Agreement. This Agreement may be amended, or canceled in whole or in part, by mutual consent of the parties and in the manner provided for in California Government Code Section 65868, 65867 and 65867.5.

19. Enforcement. Unless amended or canceled pursuant to Paragraph 18 hereof, this Agreement shall be enforceable by any party to it notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the City, which alters or amends the rules, regulations or policies specified in Paragraph 14 and 15.

20. Termination of Agreement. This Agreement shall terminate upon the occurrence of one or more of the following events or conditions:

(a) The City finds and determines, in accordance with the terms of Paragraph 17, that Property Owner has not reasonably complied in good faith with the terms of this Agreement and the City elects to terminate this Agreement;

(b) Property Owner gives the City written notice of its decision to terminate this Agreement;

(c) Property Owner and the City mutually consent to termination of this Agreement in accordance with the terms of Paragraph 18; or

(d) Issuance of the Certificate of Completion referred to in Paragraph 10(d), provided that this Agreement shall only terminate with respect to that part of the Project to which the Certificate of Completion applies.

21. Default by Property Owner. Property Owner shall be in default under this Agreement upon the occurrence of one or more of the following events or conditions:

(a) If a written warranty, representation or statement was made or furnished by Property Owner to the City with respect to this Agreement which was known or should have been known to be false in any material respect when it was initially made;

(b) A finding and determination by the City of Morgan Hill made following a periodic review under the procedure provided for in Government Code Section 65856.1 that upon the basis of substantial evidence, the Property Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement.

22. Default by the City of Morgan Hill. The City is in default under this Agreement upon the occurrence of one or more of the following events or conditions:

(a) The City, or its boards, commissions, agencies, agents or employees, unreasonably fails or refuses to take action on proposals, applications or submittal presented by the Property Owner within a reasonable time after receipt of such proposals, applications or submittal.

(b) The City unreasonably fails or refuses to perform any obligation owed by it under this Agreement.

(c) The City imposes upon Property Owner rules, regulations or official policies governing permitted uses, density, maximum height and size of proposed structures and reservations (dedications) of land for public purposes of the Property or the design, improvement and construction standards and specifications applicable to the development of the Property, which are not the same in all material respects as those rules, regulations and official policies in effect at the time of the execution of this Development Agreement and which adversely and materially affect the Project.

23. Cure of Default.

(a) This section shall govern cure of defaults except to the extent to which it may be in conflict with the Residential Development Control System. Upon the occurrence of an event of default by either party, the party not in default (the "non-defaulting party") shall give the party in default (the "defaulting party") written notice of the default. The defaulting party shall have thirty (30) calendar days from the date of notice (subject to subsection (b) below) to cure the default if such default is curable within thirty (30) days. If such default is so cured, then the parties need not take any further action except that the defaulting party may require the non-defaulting party to give written notice that the default has been adequately cured.

(b) Should the default not be cured within thirty (30) calendar days from the date of notice, or should the default be of a nature which cannot be reasonably cured within such thirty (30) day period and the defaulting party has failed to commence within said thirty (30) day period and thereafter diligently prosecute the cure, the non-defaulting party may then take any legal or equitable action to enforce its rights under this Development Agreement.

24. Remedies.

(a) In the event Property Owner defaults under the terms of this Agreement, the City, after holding a properly noticed hearing may rescind all or part of the allotments awarded to Property Owner and award said allotments to the next Residential Development Control System applicant who has qualified for such allotments or may terminate or modify this Development Agreement.

(b) In the event the City defaults under the terms of this Agreement, in no event shall the Property Owner be entitled to any of the following:

- (i) Punitive damages;
- (ii) Damages for lost profits;
- (iii) Damages for expenditures or costs incurred to the date of this Agreement.

(c) The parties hereby explicitly acknowledge and agree that remedies for any issue or dispute arising out of the performance or non-performance of this Agreement are limited to those provided under actions for mandamus, declaratory relief and/or specific performance.

The parties further agree that in no event shall any party shall maintain any action, claim or prayer for damages pursuant to any alleged federal or state constitutional or statutory claim, or incurred as a result of an alleged breach of this Agreement.

25. Attorneys Fees and Costs. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

26. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid addressed as follows:

City of Morgan Hill:

Community Development Department  
City of Morgan Hill  
17555 Peak Avenue  
Morgan Hill, CA 95037

With a copy to:

City Clerk  
City of Morgan Hill  
17555 Peak Avenue  
Morgan Hill, CA 95037

Property Owner:

A party may change the address shown above by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

27. Force Majeure. Either party hereto, acting in good faith, shall be excused from performing any obligations or undertakings provided in this Agreement in the event and for so long as the performance of any such obligation is prevented, delayed, retarded or hindered by an act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, strikes, lockouts, eminent domain, inability to obtain labor or materials or reasonable substitutes therefore, non City governmental restrictions, regulations or controls, including revisions to capacity ratings of the wastewater plant by the Regional Water Quality Control Board, the State Water Resources Board, or any court action or judicial orders; unreasonable delays in processing applications or obtaining approvals, consent or permits, filing of legal actions, or any other cause, not within the reasonable control of such party. Active negligence of either party, its officers, employees or agents shall not excuse performance.

28. Rules of Construction and Miscellaneous Terms.

(a) The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

(b) If a part of this Agreement is held to be invalid, the remainder of the Agreement is not affected.

(c) This writing contains in full, the final and exclusive Agreement between the parties.

(d) The time limits set forth in this Agreement may be extended by mutual consent of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

CITY OF MORGAN HILL

---

JANET KERN  
City Attorney

---

J. EDWARD TEWES, City Manager

Attest:

---

IRMA TORREZ, City Clerk

PROPERTY OWNER(S)

---

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**(ALL SIGNATURES, EXCEPT CITY CLERK AND CITY ATTORNEY,  
MUST BE ACKNOWLEDGED BY A NOTARY)**

**EXHIBIT "A"**

**DEVELOPMENT ALLOTMENT EVALUATION**

**MC-05-06**

(See Entire Documents on File in the  
Community Development Department - City Hall)  
CITY OF MORGAN HILL

**EXHIBIT "B"**

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**DEVELOPMENT SCHEDULE MC-05-06: E. MAIN - AHLIN**  
**FY 2007-08 (50 units), FY 2008-09 (43 units), FY 2009-10 (6 units)**

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**I. COMMENCE CONSTRUCTION:**

FY 2007-08 (50 units)	June 30, 2008
FY 2008-09 (43 units)	June 30, 2009
FY 2008-09 (6 units)	June 30, 2010

Failure to commence construction by the dates listed above shall result in the loss of building allocations. In such event, the property owner must re-apply under the development allotment process outlined in Section 18.78.090 of the Municipal Code if development is still desired.

An exception to the loss of allocation may be granted by the City Council if the cause for the lack of commencement was the City's failure to grant a building permit for the project due to an emergency situation as defined in Section 18.78.140 or extended delays in environmental reviews, permit delays not the result of developer inactions, or allocation appeals processing.

If a portion of the project has been completed (physical commencement on at least 50 dwelling units and lot improvements have been installed according to the plans and specifications), the property owner may submit an application for reallocation of allotments. Distribution of new building allocations for partially completed project shall be subject to the policies and procedures in place at the time the reallocation is requested.

The development schedule for construction of the 99 units may be accelerated in accordance with the provisions of Measure F, approved by the voters in November 2006.

- 19 -  
EXHIBIT "C"

**LEGAL DESCRIPTION**  
**DA - 06-05: E. MAIN - AHLIN**

The land referred to herein is situated in the State of California, County of Santa Clara, City of Morgan Hill and is described as follows:

A PORTION OF LOT 22 AS SHOWN ON THAT CERTAIN MAP ENTITLED, MORGAN HILL RANCH MAP NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 1, 1892 IN BOOK G OF MAPS, AT PAGES 2 AND 3, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF MAIN AVENUE WITH THE NORTHEASTERLY LINE OF RAILROAD AVENUE, AS SAID AVENUE ARE SHOWN ON THE MAP HEREIN ABOVE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING ALONG THE SAID CENTER LINE OF MAIN AVENUE NORTH 45 DEG. 23 MIN. EAST 404.90 FEET TO THE POINT OF INTERSECTION THEREOF WITH A SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED IN THE DEED FROM JASPER LO CASTRO, ET UX, TO H. DERSCH, DATED JULY 17, 1961, RECORDED JULY 24, 1961 IN BOOK 5240 OF OFFICIAL RECORDS, PAGE 472, THENCE ALONG SAID LAST NAMED LINE SOUTH 44 DEG. 37 MIN. EAST 628.70 FEET TO AN IRON PIPE, SET AT AN ANGLE POINT IN THE GENERAL WESTERLY LINE OF SAID LANDS TO DEEDED TO DERSCH; THENCE ALONG A NORTHWESTERLY LINE THEREOF SOUTH 45 DEG. 34 MIN. 30 SEC. WEST 327.07 FEET TO AN IRON PIPE FOUND AT THE MOST EASTERN CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED IN THE DEED FROM JASPER LO CASTRO, ET UX, TO RICHARD D. MANNING, ET UX, DATED JULY 27, 1956, RECORDED JULY 31, 1956 IN BOOK 3564 OF OFFICIAL RECORDS, PAGE 154; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LANDS SO DEEDED TO MANNING NORTH 44 DEG. 26 MIN. 10 SEC. WEST 285.02 FEET TO AN IRON PIPE FOUND AT THE MOST NORTHERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LANDS SO DEEDED TO MANNING SOUTH 55 DEG. 41 MIN. 30 SEC. WEST 110.18 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE SAID NORTHEASTERLY LINE OF RAILROAD AVENUE; THENCE ALONG SAID LAST NAMED LINE NORTH 39 DEG. 22 MIN. WEST 324.23 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF LAND GRANTED TO THE TOWN OF MORGAN HILL, BY DEED FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON MARCH 20, 1925, IN BOOK 150 AT PAGE 71, OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF MAIN AVENUE WHICH POINT OF BEGINNING IS DISTANT 194 FEET WESTERLY FROM THE NORTHEASTERLY CORNER OF LOT NO. 22 AS LAID DOWN AND DELINEATED ON THE MAP ENTITLED "MORGAN HILL RANCH MAP NO. 1" ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF SANTA CLARA AND RECORDED THEREIN IN BOOK G OF MAPS, AT PAGES 2 AND 3; RUNNING FROM THENCE IN A SOUTHERLY DIRECTION AT RIGHT ANGLES TO SAID MAIN AVENUE A DISTANCE OF 20 FEET TO AN IRON PIPE

DRIVEN IN THE GROUND AT THE POINT; FROM THENCE, AT RIGHT ANGLES, IN A WESTERLY DIRECTION A DISTANCE OF 55 FEET TO AN IRON PIPE; THENCE AT RIGHT ANGLES IN A NORTHERLY DIRECTION A DISTANCE OF 20 FEET TO AN IRON PIPE SET IN THE SOUTHERLY LINE OF MAIN AVENUE; AND THENCE, AT RIGHT ANGLES IN AN EASTERLY DIRECTION ALONG SAID SOUTHERLY LINE OF MAIN AVENUE A DISTANCE OF 55 FEET TO THE POINT OF BEGINNING, AND BEING A PART OF LOT NO. 22, AS LAID DOWN AND DELINEATED ON "MORGAN HILL RANCH MAP NO. 1", AND TO WHICH MAP AND THE RECORD THEREOF REFERENCE IS HEREBY MADE FOR MORE PARTICULAR OR FURTHER DESCRIPTION.

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF LAND GRANTED TO THE MORGAN HILL REDEVELOPMENT AGENCY, BY DEED FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON SEPTEMBER 27, 1991 IN BOOK L874 AT PAGE 85, OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 22 AS SHOWN IN THAT CERTAIN MAP ENTITLED MORGAN HILL RANCH MAP NO. 1, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON JUNE 1, 1892 IN BOOK G OF MAPS, AT PAGES 2 AND 3, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LANDS OF JAMES F. AHLIN AND BARBARA R. AHLIN AS DESCRIBED IN THAT CERTAIN DEED FILED FOR RECORD AUGUST 22, 1983 IN BOOK H828, PAGE 480 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY, SAID POINT OF BEGINNING BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE SOUTH 45 DEG. 41 MIN. 53 SEC. ALONG AN ARC LENGTH OF 63.43 FEET TO THE SOUTHEASTERLY PROPERTY LINE NORTH 45 DEG. 32 MIN. 45 SEC. EAST, 57.90 FEET TO THE MOST EASTERLY CORNER OF SAID LANDS OF AHLIN; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LANDS OF AHLIN NORTH 44 DEG. 38 MIN. 53 SEC. WEST, 595.70 FEET TO THE POINT OF BEGINNING.

APN: 726-15-073

**RESOLUTION NO. 07-\_\_\_\_\_**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF MORGAN HILL APPROVING A  
DEVELOPMENT SCHEDULE FOR BUILDING  
ALLOCATIONS FY 2007-08 THROUGH FY 2009-10  
AWARDED TO APPLICATION MC-05-06: E. MAIN-  
AHLIN (APN(S) 726-15-001 AND -073)**

**WHEREAS**, the Planning Commission, pursuant to Chapter 18.78.380 of the Morgan Hill Municipal Code, awarded 99 building allotments for Application MC-05-06: E. Main - Ahlin; and

**WHEREAS**, the City Council of the City of Morgan Hill has adopted Resolution No. 4028, establishing a procedure for processing Development Agreements for projects receiving allotments through the Residential Development Control System (RDCS), Title 18, Chapter 18.78 of the Morgan Hill Municipal Code; and

**WHEREAS**, prior to October 25, 2006, Development Agreements incorporated a development schedule to ensure projects comply with the statutory deadlines of the RDCS; and

**WHEREAS**, to extend deadlines outlined in the development schedule, a property owner/developer was required to file an application to amend the Development Agreement which required public hearings and adoption of an ordinance by the City Council; and

**WHEREAS**, rather than continuing to require developers to go through a legislative process to amend their development schedules, the Planning Commission adopted Policy PCP-06-01 which allows development schedules and extension of time requests to be approved and adopted by Planning Commission Resolution on consent calendar; and

**WHEREAS**, PCP-06-01 became effective on October 25, 2006; and,

**WHEREAS**, the development schedule for application MC-05-06: E. Main - Ahlin was considered by the Planning Commission at their regular meeting of June 12, 2007, at which time the Planning Commission recommended approval of the development schedule.

**NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES  
RESOLVE AS FOLLOWS:**

**SECTION 1. ADOPTION OF DEVELOPMENT SCHEDULE.** The Planning Commission hereby adopts the Development Schedule for MC-05-06: E. Main-Ahlin attached to this Resolution as Exhibit "A" contingent upon City Council approval of the Zoning Amendment (ZA 07-01), Subdivision (SD 06-11), Development Agreement (DA 06-05) and Site Review Permit (SR 07-07).

**Resolution No.**

**Page 2**

**PASSED AND ADOPTED THIS 12<sup>TH</sup> DAY OF JUNE 2007, AT A REGULAR MEETING  
OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:**

**AYES:      COMMISSIONERS:**

**NOES:      COMMISSIONERS:**

**ABSTAIN:    COMMISSIONERS:**

**ABSENT:     COMMISSIONERS:**

**ATTEST:**

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**FRANCES O. SMITH, Deputy City Clerk**

**APPROVED:**

---

**ROBERT J. BENICH, Chair**

**EXHIBIT "A"**

**DEVELOPMENT SCHEDULE  
MC-05-06: E. MAIN - AHLIN  
FY 2007-08 (50 units), FY 2008-09 (43 units), FY 2009-10 (6 units)**

**I. SUBDIVISION AND ZONING APPLICATIONS**

Applications Filed: January 16, 2007

**II. SITE REVIEW APPLICATION**

Application Filed: May 18, 2007

**III. FINAL MAP SUBMITTAL**

Map, Improvements Agreement and Bonds:  
FY 2007-08 (50 units) September 30, 2007  
FY 2008-09 (43 units) July 30, 2008  
FY 2008-09 (6 units) July 30, 2009

**IV. BUILDING PERMIT SUBMITTAL**

Submit plans to Building Division for plan check:  
FY 2007-08 (50 units) December 1, 2007  
FY 2008-09 (43 units) August 15, 2008  
FY 2008-09 (6 units) August 15, 2009

**V. BUILDING PERMITS**

Obtain Building Permits  
FY 2007-08 (50 units) March 30, 2008  
FY 2008-09 (43 units) September 30, 2008  
FY 2008-09 (6 units) September 30, 2009

Failure to obtain building permits by the dates listed above and commence construction by the dates listed in the Development Agreement (Application No. DA06-05) shall result in the loss of building allocations. Submitting a Final Map Application or a Building Permit one (1) or more months beyond the filing dates listed above shall result in the applicant being charged a processing fee equal to double the building permit plan check fee and/or double the map checking fee to recoup the additional costs incurred in processing the applications within the required time limits. Additionally, failure to meet the Final Map Submittal and Building Permit Submittal deadlines listed above may result in loss of building allocations. In such event, the property owner must re-apply under the development allotment process outlined in Section 18.78.090 of the Municipal Code if development is still desired.

An exception to the loss of allocation may be granted by the City Council if the cause for the lack of commencement was the City's failure to grant a building permit for the project due to an emergency situation as defined in Section 18.78.140 or extended delays in environmental reviews, permit delays not the result of developer inactions, or allocation appeals processing.

If a portion of the project has been completed (physical commencement on at least 50 dwelling units and lot improvements have been installed according to the plans and specifications), the property owner may submit an application for reallocation of allotments. Distribution of new building allocations for partially completed project shall be subject to the policies and procedures in place at the time the reallocation is requested.

RPD DATA TABLE - MH24095 - HUNTINGTON SQUARE



Phase	Lot #	Model	Elevation (6, 7, or 8-unit Buildings)	Number of Stories	Number of Bedrooms / Bathrooms	1st Floor, Garage & Porches (Sq. Ft.)	2nd Floor, Porches (Sq. Ft.)	3rd Floor (Sq. Ft.)	Lot Coverage			Lot Depth (Ft.) (Minimum 75, Lot Depth) (Ft.) (Minimum 40, Lot Width) (Ft.) (Minimum 40, Lot Width)	Front Setback (Ft.) (Minimum 15', Setback) (Side Setback (Ft.) (Minimum 5', Setback) (Rear Setback (Ft.) (Minimum 5', Setback) (Internal Setback (Ft.) (Minimum 30', Setback)) (Covered Parking Depth (Ft.) (Min. 10', Width) (Covered Parking Depth (Ft.) (Min. 20', Width) (Covered Parking Depth (Ft.) (Min. 20', Width) (Covered Parking Depth (Ft.) (Min. 40', Depth) (Unrestricted Moderate Units Unrestricted Median Units	Tandem Parking Standard Parking					
									Covered Parking Depth (Ft.) (Min. 10', Width)	Covered Parking Depth (Ft.) (Min. 20', Width)	Covered Parking Depth (Ft.) (Min. 20', Width)								
2	67	728.00	B	7	3	2/3	651	565	523	89%	32.00	22.75	5.0	0.0	0.0	15.7	YES	41.08	10.40
2	68	728.00	H	7	3	2/3	576	643	523	79%	32.00	22.75	0.0	0.0	0.0	15.7	YES	37.75	10.00
2	69	728.00	H	6	3	2/3	576	643	523	79%	32.00	22.75	0.0	0.0	0.0	N/A	YES	37.75	10.00
2	70	728.00	B	6	3	2/3	651	565	523	89%	32.00	22.75	5.0	0.0	0.0	N/A	YES	41.08	10.40
2	71	735.74	D	6	3	3/3	693	707	527	94%	45.50	16.17	1.8	0.0	0.0	N/A	YES	37.90	11.46
2	72	872.24	G	6	3	3/4	810	801	518	93%	45.50	19.17	0.5	0.0	0.0	N/A	YES	20.00	18.40
2	73	727.77	H	6	3	2/3	576	643	523	79%	31.99	22.75	0.0	0.0	0.0	N/A	YES	41.08	10.40
2	74	727.77	B	6	3	2/3	651	565	523	89%	31.99	22.75	5.0	0.0	0.0	N/A	YES	37.75	10.00
2	75	728.00	B	7	3	2/3	651	565	523	89%	32.00	22.75	5.0	0.0	0.0	N/A	YES	37.75	10.00
2	76	728.00	H	7	3	2/3	576	643	523	79%	32.00	22.75	0.0	0.0	0.0	N/A	YES	41.08	10.40
2	77	872.24	G	7	3	3/4	810	801	518	93%	45.50	19.17	0.5	0.0	0.0	N/A	YES	20.00	18.40
2	78	728.00	D	7	3	3/3	693	707	527	95%	45.50	16.00	1.8	0.0	0.0	N/A	YES	37.90	11.46
2	79	872.24	G	7	3	3/4	810	801	518	93%	45.50	19.17	0.5	0.0	0.0	N/A	YES	20.00	18.40
2	80	728.00	B	7	3	2/3	651	565	523	89%	32.00	22.75	4.8	0.0	0.0	N/A	YES	41.08	10.40
2	81	728.00	H	7	3	2/3	576	643	523	79%	32.00	22.75	0.0	0.0	0.0	N/A	YES	37.75	10.00
2	82	728.22	H	6	3	2/3	576	643	523	79%	32.01	22.75	0.0	0.0	0.0	N/A	YES	37.75	10.00
2	83	728.22	B	6	3	2/3	651	565	523	89%	32.01	22.75	5.0	0.0	0.0	N/A	YES	41.08	10.40
2	84	735.74	D	6	3	3/3	693	707	527	94%	45.50	16.17	1.8	0.0	0.0	N/A	YES	37.90	11.46
2	85	872.24	G	6	3	3/4	810	801	518	93%	45.50	19.17	0.5	0.0	0.0	N/A	YES	20.00	18.40
2	86	728.00	H	6	3	2/3	576	643	523	79%	32.00	22.75	0.0	0.0	0.0	N/A	YES	41.08	10.40
2	87	728.00	B	6	3	2/3	651	565	523	89%	32.00	22.75	5.0	0.0	0.0	N/A	YES	37.75	10.00
2	88	728.23	H	6	3	2/3	576	643	523	79%	32.01	22.75	0.0	0.0	0.0	N/A	YES	37.50	10.00
2	89	728.23	B	6	3	2/3	651	565	523	89%	32.01	22.75	5.0	0.0	0.0	N/A	YES	41.08	10.40
2	90	735.74	D	6	3	3/3	693	707	527	94%	45.50	16.17	1.8	0.0	0.0	N/A	YES	37.90	11.46
2	91	872.24	G	6	3	3/4	810	801	518	93%	45.50	19.17	0.5	0.0	0.0	N/A	YES	20.00	18.40
2	92	728.00	H	6	3	2/3	576	643	523	79%	32.00	22.75	0.0	0.0	0.0	N/A	YES	41.08	10.40
2	93	728.00	B	6	3	2/3	651	565	523	89%	32.00	22.75	5.0	0.0	0.0	N/A	YES	37.75	10.00
3	94	728.46	H	6	3	2/3	576	643	523	79%	32.02	22.75	0.0	0.0	0.0	N/A	YES	37.75	10.00
3	95	728.46	B	6	3	2/3	651	565	523	89%	32.02	22.75	4.8	0.0	0.0	N/A	YES	41.08	10.40
3	96	735.74	D	6	3	3/3	693	707	527	94%	45.50	16.17	1.8	0.0	0.0	N/A	YES	37.90	11.46
3	97	728.00	G	6	3	3/4	810	801	518	93%	45.50	19.17	0.5	0.0	0.0	N/A	YES	20.00	18.40
3	98	727.77	H	6	3	2/3	576	643	523	79%	31.99	22.75	0.0	0.0	0.0	N/A	YES	41.08	10.40
3	99	727.77	B	6	3	2/3	651	565	523	89%	31.99	22.75	5.0	0.0	0.0	N/A	YES	37.75	10.00



April 27, 2007

Planning Department  
City of Morgan Hill  
17555 Peak Avenue  
Morgan Hill, CA 95037-4128

RE: Huntington Square

Dear Planning Department,

Scott Murray has requested that I prepare this letter regarding tandem garage lengths in the Huntington Square townhouse buildings being proposed for the properties at the intersection of Butterfield Boulevard and Main Avenue in Morgan Hill.

Dahlin Group's designs for these townhouse buildings include both traditional side-by-side and tandem (end-to-end) garages. While standards among various jurisdictions for side-by-side garages are fairly consistent (typically a minimum of 20' x 20' comprised of two 10' x 20' spaces), Dahlin Group has found in its experience with tandem garages that overall length dimension are less consistent, though they do fall into a fairly well defined range.

The 20' long parking space is generally sufficiently long to accommodate a standard car as well as some room at either end around which people can maneuver (see Diagram 1). In the case of a relatively long 16'-6" long car, the remaining space at either end would be half of the remaining 3'-6", or 1'-9".

When a garage configuration places two spaces end-to-end rather than side-by-side, one gains the benefit of the fact that the maneuvering space at the rear of the front car can also serve as the maneuvering space at the front of the rear car, thereby eliminating the need for 1'-9" of length, which results in a overall required garage length of 38'-3" (see Diagram 2).

When factoring in the same assumptions but using one relatively large car and one more average-sized car of 14'-6" with the same maneuvering space, the overall required garage length comes to 36'-3" (see Diagram 3). In practice, Dahlin Group has generally encountered jurisdictional standards that allow as little as 36' (the equivalent of two standard 18' full-size parking lot spaces placed end-to-end) to as much as 38', which we

5865 Owens Drive  
Pleasanton, CA 94588  
[www.dahlingroup.com](http://www.dahlingroup.com)

925.251.7200  
f 925.251.7201



have found to be the most commonly used and is the standard that we typically aim to achieve.

In the Huntington Square project, the side-by-side garage that occurs in Unit G conforms to the City's standard of 20' x 20'. The remaining units (B, D, H and I) incorporate tandem garages. Of those four units, three have garages of at least 38' in length. Unit H, however, is 2 inches short of that standard at 37'-10" in length, though it is well above the 36'-4" dimension as shown in Diagram 3.

In order to provide for garages that would measure 40' end to end, the individual dwelling units would have to be longer from front to back, a change that would result in buildings that are generally 2' wider than the ones proposed. However, due to siting limitations presented by setbacks, alley widths, and the sewer easement along the railroad tracks, wider buildings would result in tighter spacing between buildings. In a worst case location, even an increase of only 1' to all building widths would reduce current spacing of approximately 20' between some buildings to 16' while an increase of 2' in building width would result in approximately 12' between those same buildings.

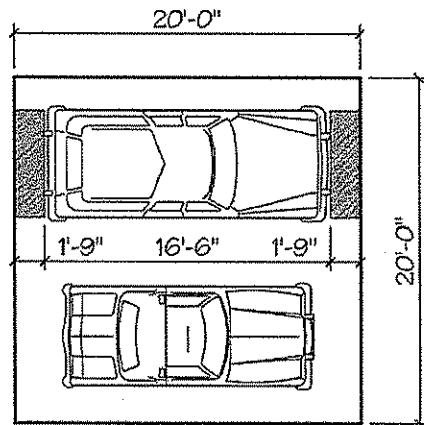
An alternative to deeper garages would be to provide all units with side-by-side garages. However, due to their efficiency, generous use of tandem garages in this project is an attempt to maximize unit density in a cost effective manner, and introducing all side-by-side garages would result in a significant decrease in project density. Though determining the precise impact would require actual development of such products and plotting them on the site, a conservative assumption of losing an average of 1.5 units per building would result in a loss of 30 units on the site (20 buildings x 1.5 units), which would reduce total units from 136 to 106 and net density from 25.46 du/acre to 19.85 du/acre.

Based on the assumption that the City would prefer to keep density and spacing between building to no less than what has been proposed and based on our experience with this building type and tandem garages, on behalf of Scott Murray and Huntington Square, LLC, Dahlin Group is requesting that the City of Morgan Hill accept our proposed standard for overall tandem garage length of at least 37'-10" for the Huntington Square project.

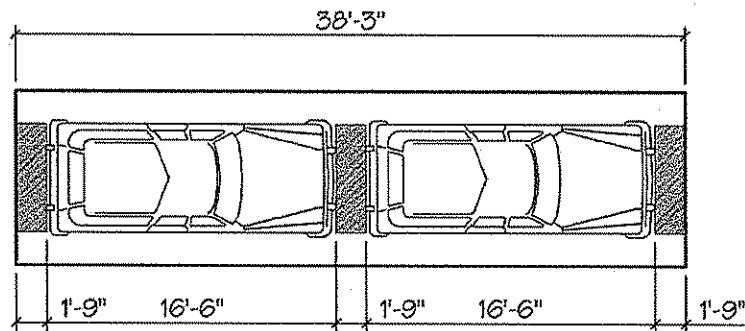
Please feel free to contact me if you have questions or comments.

Best regards,

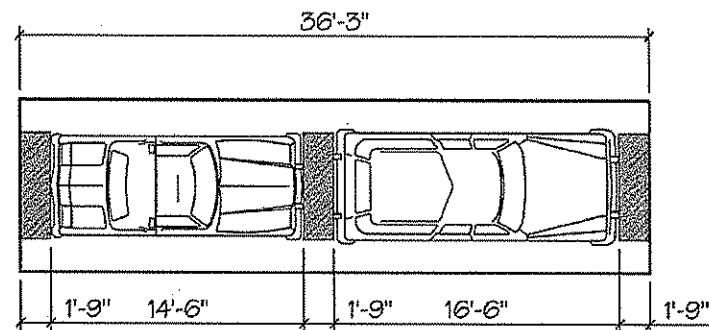
Lowell W. Hawkins  
Director of Operations



**Diagram 1 – Standard two-car garage with large and average cars**



**Diagram 2 - Two-car tandem garage example with two large cars**



**Diagram 3 – Two-car tandem garage with large car and average cars**

